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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Antedating Receiving Orders.

THE DIVISIONAL COURT (PHILLIMORE and BRAY, J.J.) have rejected in *Re Teale* (*Times*, 8th inst.) the contention that the practice of antedating receiving orders made on appeal invalidates dealings with the bankrupt after the fictitious date. In that case a receiving order was refused by the registrar on the 22nd of July, 1910, and, on appeal, was made by the Divisional Court on the 10th of October, 1910, with a direction that the order should be dated the 22nd of July. The debtor was subsequently adjudicated bankrupt. Between the 22nd of July and the actual making of the receiving order the debtor paid into his banking account a sum of £210 and drew out £350. The bank had no notice of his position till they received a notice of a meeting of creditors in the following November, but the trustee in bankruptcy claimed that they should pay to him the £210 paid in by the debtor after the nominal date of the receiving order. On the language of the Bankruptcy Act, 1883, the claim was, perhaps, correct. Section 49 protects *bonâ fide* transactions with the bankrupt, but the transaction must take place before the date of the receiving order, so that if this date was the 22nd of July, the bank was outside the section. And under sections 44 and 54 the trustee takes all property belonging to the bankrupt at the commencement of the bankruptcy, or between that time and adjudication. Consequently, on the same supposition, the bank were liable to refund the £210. Such a result, however, would obviously be absurd, and the court avoided it by holding that, while the practice of antedating the receiving order was correct so far as regarded the debtor himself, it could not affect the rights of third parties who, in fact, had no notice. Probably, however, the better course would be to recognize that for all purposes the receiving order should bear the actual date on which it is made. This would avoid the possible inconvenience of treating it as bearing different dates for different purposes.

Agreements Within the Statute of Frauds.

AN INTERESTING point on section 4 of the Statute of Frauds was taken incidentally before Mr. Justice PHILLIMORE in *Curtis* v. *B. V. R. T. Co.* (*Limited*) (28 T. L. R. 353). The plaintiff, while serving the defendants in one capacity, received a letter from them which offered him a new engagement *in a different capacity* for seven years, and which concluded with the words "acceptance of the above will oblige." The plaintiff wrote in reply and accepted the offered terms in their entirety, but added that he would start "as from now" in his new employment. No date for the commencement of his new duties had been fixed in the offer, and no objection was taken at the time to the terms in which he accepted. So far, there would appear to be such offer and acceptance as are required in law to substantiate the formation of a valid contract. But the agreement was for the fixed period of seven years, and therefore comes within the terms of section 4 of the Statute of Frauds, which provides (*inter alia*) that no action shall be brought "whereby to charge any person upon any agreement that is not to be performed within the space of one year from the making thereof," unless the agreement sued upon, or some memorandum or note thereof, is in writing and signed by the party to be charged therewith. The defendants accordingly set up the defence, when sued under this agreement, that it must be evidenced by writing signed by them. To the contention that the letter was such evidence they replied by arguing that, in accordance with *Marshall* v. *Berridge* (1881, 19 C. D. 233), the memorandum in writing must indicate a definite date at which the agreement was to commence. In the case relied on, of course, the agreement in question was an executory agreement for a lease and was invalid because it did not state expressly, or indicate inferentially, the day on which the term commences. But in the present case the plaintiff was already in the defendants' employment when he received the offer, and therefore there is a presumption that the offer was to be taken as a continuance of his present employment, commencing when he gave up his present duties. This view led Mr. Justice PHILLIMORE to distinguish *Marshall* v. *Berridge* and to affirm the validity of the agreement.

County Court Jurisdiction in Admiralty.

THE RECENT case of *The Upcerne* (28 T. L. R. 370) reminds the practitioner of the fact that wide Admiralty jurisdiction is given to certain county courts under the County Courts Admiralty Jurisdiction Acts, 1868, s. 3, and 1869, s. 4. But, curiously enough, there is one strange limitation placed by the judicial interpretation of those statutes upon the jurisdiction of the county court which does not exist in the case of the Admiralty Division of the High Court. By section 6 of the Admiralty Court Act, 1840, the latter court has jurisdiction in all claims for damage *received by* a ship, and by section 7 of the Admiralty Court Act, 1861, it has jurisdiction in all claims for damage *done by* a ship. The result is that in the Admiralty Division a collision between a ship and a pier or other fixed object is within the jurisdiction of the court. This is not so in the county court. Section 3 of the County Courts Admiralty Jurisdiction Act, 1868, gives to the county court jurisdiction as to any claim for damage by "collision" up to the limit of £300; and section 4 of the later Act of 1869 extends the jurisdiction to all claims for *damage to ships*, whether by "collision or otherwise," within the same limit of amount. It follows that, when damage is suffered *by ships*, the county court has no jurisdiction unless the damage was caused by "collision." Now, "collision" is in Admiralty matters a term of art, and it has been long held that it only applies to collision between two or more ships: *Everard* v. *Kendall* (L. R. 5 C. P. 428). Therefore, it does not extend to a collision between a ship and something on shore (*Robson* v. *Owners of Kate*, 21 Q. B. D. 13), such as a pier (*The Normandy*, 1904, P. 187), or a gas-float (*Wells* v. *Gas Float Whitton No. 2*, 1897, A. C. 337). In *The Upcerne*, the Admiralty Court has just affirmed this line of decisions, and extended it to the case of a floating-buoy. There seems no reason for this difference between the jurisdictions of the High Court and the county court, and an amendment of the law on the point might well be inserted in Lord LOREBURN'S County Court Bill.

Negligence in Respect of Aerodomes.

THE UNIVERSAL uncertainty as to the precise limits of the law of negligence, which has been created by a series of decisions in recent years, most of which have been noted in these columns, probably led to the initiation of the unsuccessful action of *Rawlinson* v. *Bournemouth Centenary Fêtes Committee* (*Times*, May 8th). The plaintiff was an aviator who took part in an aerial exhibition or contest held in an aerodome occupied and controlled by the defendants. While alighting from his flight, the plaintiff suffered injury to his person and serious damage to his machine through a mishap which he attributed to the softness of the ground upon which he descended. This he alleged to be a "trap" or "concealed danger," which the defendants ought either to have obviated, or, at any rate, notified to him when he entered the aerodome and proceeded to fly. The leading case on the point is, of course, *Indermaur* v. *Dames* (1866, L. R. 1 C. P. 274). There a gas-fitter entered the defendants' premises to test some burners, and while so engaged, fell through an unfenced shaft which was used in working hours to raise and lower bags of sugar. The court laid down the rule, that in the case of an "invitee"—*i.e.*, a person lawfully on premises at the invitation of the occupier for purposes of business,—there is a duty on the part of the occupier that he "shall on his part use reasonable care to prevent damage from unusual danger, which he knows or ought to know"; and they further explained the rule to the effect "that there was no absolute duty to prevent danger, but only a duty to make the place as little dangerous as such a place would reasonably be, having regard to the contrivances necessarily used in carrying on the business" (*ibid.*, at p. 288). This duty to take reasonable steps to prevent danger to invitees has been interpreted chiefly in a series of cases between railway companies and passengers descending from trains upon an insecure platform. The upshot of the cases would seem to be that a jury has practically unfettered discretion as to what is a "concealed danger," and had the jury decided for the plaintiff in the *Bournemouth case* we do not think that the Court of Appeal would have interfered with their verdict. Since, however, they in fact found that the defendants had put the ground in proper form for an aviation meeting, the question of law did not require to be decided.

Sale by Executor Reserving Minerals.

AN ATTEMPT, which fortunately failed, was made in *Re Cavendish and Arnold's Contract* (*ante*, p. 468), to restrict the power of an executor to sell land under the Land Transfer Act, 1897, with a reservation of minerals. The doubt as to the power of trustees to sell a part of a specified parcel of land was raised by *Cholmeley* v. *Paxton* (3 Bing. 207; 10 B & C., 564), where it was held that the land could not be sold without the timber, and it was extended to minerals by *Buckley* v. *Howell* (29 Beav. 546). But, in principle, there is nothing in the objection (see *Re Gladstone*, 1900, 2 Ch. 101), and the Legislature interposed by the Confirmation of Sales Act, 1862, to enable sales to be made by a trustee or "other person" of the surface and minerals separately, though it perpetuated the inconvenience of *Buckley* v. *Howell* by requiring the sanction of the court. The words "other person" include a mortgagee, but when the Confirmation of Sales Act was re-enacted by section 44 of the Trustee Act, 1893, the words were omitted, and had to be restored by the Trustee Act, 1893, Amendment Act, 1894. Thus, a mortgagee can sell the surface or minerals separately, and the Conveyancing Act, 1911, s. 4 (4), has abolished in his case the necessity of obtaining the consent of the court. In *Re Cavendish and Arnold's Contract* (*supra*), it was argued that an executor selling land under the Land Transfer Act, 1897, was within *Buckley* v. *Howell* (*supra*), so as to make it essential for him to apply to the court if he wished to reserve the minerals. NEVILLE, J., met this by pointing out that the power of an executor to sell was paramount to any trust for sale contained in the will, and that the phrase "other person" in the statute does not refer to him. But it may be doubted whether this is the correct answer. If *Buckley* v. *Howell* is good law, an executor selling under his power as personal representative would seem to be as much within it as a trustee for sale; but, in fact, *Re Gladstone* (*supra*) shews that it is not to be extended beyond the

immediate facts of the case. An executor, therefore, sells free from any disability imposed by *Buckley* v. *Howell*, and he does not require the assistance of the Trustee Acts. This, it is submitted, is why the phrase "other person" need not be extended to executors.

Public Auditors under the National Insurance Act.

BY SECTION 35 of the National Insurance Act, 1911, it is provided that every approved society, and every branch of an approved society, must keep its books and accounts under the Act separate from all other books and accounts of the society or branch, and in such form as may be prescribed by the Insurance Commissioners, and, when required, submit them to audit by auditors to be appointed by the Treasury. At present the accounts of a friendly society are usually audited by auditors appointed by the society under its rules (Friendly Societies Act, 1896, s. 26), and if the rules do not provide for the appointment of auditors, the accounts must be audited by a public auditor appointed by the Treasury. Auditors for this purpose are appointed in accordance with conditions prescribed by the Treasury, but the Council of the Society of Incorporated Accountants and Auditors, in their report recently issued, are apprehensive that the further extension of official auditing under the National Insurance Act may lead to the employment of civil servants to do this work. They have accordingly requested the Treasury, in dealing with appointments under section 35, not to overlook the claims of professional accountants; and they have represented that the appointment of civil servants to undertake duties hitherto performed by professional accountants would entail considerable hardship on those who have made this class of business their particular study, and would be detrimental to the interests of a large number of qualified accountants throughout the country. We can only hope that this appeal will not be disregarded. Every new step in social legislation means the appointment of new officials, and it is desirable that the work should be done by properly qualified professional men chosen in an open and intelligible manner, rather than be absorbed into the routine work of the civil service

The Olympic Strike.

THE TIME-HONOURED verdict of the jury who found the prisoner "not guilty, but he must not do it again," is paralleled by the decision of the Portsmouth Bench, who found that the sailors who refused to sail in *The Olympic* in company with non-unionist firemen were guilty of refusing to sail without reasonable excuse, but who nevertheless dismissed the information preferred against them, apparently in pursuance of the power so to do conferred on them by section 1 (1) of the Probation of Offenders Act, 1907. Illogical decisions, however, are sometimes good common sense, and perhaps, in the special circumstances of the case, in view of the recent disaster to *The Titanic*, it was as well not to insist upon the claims of discipline quite as stringently as is considered necessary at ordinary times. To the lawyer, however, the most interesting feature of the case is the legal argument put forward on behalf of the defendants, to the effect that "unseaworthiness" on the part of a ship is a sufficient defence for a refusal to sail in her on the part of her crew, and that an inadequate supply of boats and trained firemen amounts to "unseaworthiness" even when the statutory requirements of the Merchant Shipping Acts have been complied with in those respects. Section 221 (*b*) of the Merchant Shipping Act, 1894, which creates the offence, does so in the following terms:—

> If a seaman lawfully engaged, or an apprentice to the sea-service, commits any of the following offences he shall be liable to be punished summarily as follows: . . . (*b*) If he neglects, or refuses *without reasonable cause*, to join his ship or to proceed to sea in his ship, &c.

The question at once arises as to what is the "reasonable cause" contemplated by the statute as a sufficient excuse to remove the act committed from the category of offences against the statute. As a general rule, when such words, or equivalent words, appear in a statute, the question of "reasonableness" is a pure question of fact, to be decided by the court which tries the information. For example, if a parent fails to send his child to school, and sets up the defence of "reasonable excuse" under section 74 of the Education Act of 1870, it is for the justices to decide on common-sense grounds whether the excuse set up is, in fact, a reasonable one; they are not bound by a list of "reasonable excuses" compiled by the Board of Education or enacted as bye-laws by a local education authority: *Belper's case* (9 Q. B. D. 259). In the actual case in question the inability to make a truant child attend, after reasonable suasion and coercion, was regarded as a "reasonable excuse." On the other hand, when a statute itself indicates the class of excuse which it prescribes as a defence, only an act within the category indicated by the statute is a defence: *Hewett* v. *Thompson* (58 L. J. M. C. 60). Thus, the provision that "the priest shall not without lawful cause deny the Communion" (1 Ed. 6, c. 1, s. 8), must be read with reference to the "lawful cause" indicated by the prayer-book, namely, that the person excluded from the sacrament is an "open and notorious evil-liver" (*Jenkins* v. *Cooke*, 1 P. D. 80); no other cause will be accepted as a "lawful cause." Applying these alternative principles to the Merchant Shipping Act, 1894, what strikes one immediately is that the statute contains a large number of provisions designed to protect seamen and to safeguard life; it would seem, then, that only a breach of one of these statutory requirements could amount to a "reasonable cause" sufficient to justify the seaman's refusal to perform his duty by going to sea in his ship. The statute impliedly indicates the class of conditions which amount to a "reasonable cause," namely, breach of one of these statutory requirements; and, therefore, it is not competent to look outside the statute for others. The point, however, is a difficult question of construction, and it is not easy to say what view the Divisional Court would take should such a case come before them.

Fires in Chimneys.

WE LEARN from the daily journals that courts of summary jurisdiction have recently had before them a number of cases under sections 30 and 31 of the Towns Police Clauses Act, 1847, relating to fires in chimneys. By section 30, every person who wilfully sets, or causes to be set, on fire any chimney . . . shall be liable to a penalty not exceeding £5; and by section 31, if any chimney accidentally catch or be on fire . . . the person so occupying or using the premises in which such chimney is situated shall be liable to a penalty not exceeding five shillings. It will be seen that the penalty for an accidental fire in a chimney is only a few shillings, though there is a widespread belief that if the fire brigade with their engines enter upon your premises the penalty is £5. The enactments which apply to the metropolis are similar; and under the London County Council (General Powers) Act, 1900, the occupier of any house in which a chimney takes fire is liable to pay the council a contribution not exceeding twenty shillings towards the cost of the fire brigade. Throwing letters or waste paper on the fire is a frequent cause of these accidents, which are not likely to be diminished by the modern custom of living in flats or houses divided into separate tenements. Speaking generally, the laws of all civilized States contain enactments relating to the liability of the tenants of land or houses for damage by fire. By paragraph 1733 of the French Civil Code, the tenant is liable for damage by fire unless he can prove that the fire took place by accidental cause or by *vis major*, or by some fault in the construction of the property, or that it took fire from a neighbouring building. Where there are several tenants they are all responsible for fire in proportion to the letting value of the premises they occupy, unless they can prove that the fire first broke out in the part inhabited by one of them, in which case such person only is liable. It is at least possible that a similar provision where there are several tenants may be introduced into the English law.

Misdescription as Affecting the Validity of a Marriage.

A CURIOUS attempt has been made in the French courts to annul a marriage on the ground of a mistake as to the Christian name of one of the parties to the marriage ceremony. The petitioner married in Paris, his wife being described as "MARIE BROCHET, born July 7th, 1870." Some months afterwards he

ascertained that she was wrongly described as MARIE BROCHET; that she was really MARTHE BROCHET, born in 1861, and he then presented his petition. By paragraph 180 of the Code Civil, when there has been a mistake as to the personality of the person with whom the marriage has been contracted, the validity of the marriage can be impugned by the person who was led into the mistake. When the Code was drawn up it was attempted to substitute the word *individualité* for *personne*, in order that the law might only mean that if A, intending to marry Rachel, married Leah by a fraud similar to that perpetrated on Jacob, the marriage could be annulled. But the Legislature intended to cover other mistakes, and the Court of Cassation has held that it includes mistakes as to qualities. The court, in the case under consideration, dismissed the petition, holding that mistakes as to the Christian name and the date of birth of the wife did not affect the personality of the individual, but were simply mistakes as to attributes or qualities which belonged to her, and which did not raise a material question as to her identity so as to bring the case within the meaning of paragraph 180. It is scarcely necessary to say that in the English law there is a great difference between banns and licences—that in the publication of banns it is essentially necessary that the publication should be in the true names; while a licence is not of the same notoriety, and the marriage is not vitiated by reason of a mis-statement in the affidavit upon which the licence is obtained.

Advertisements on Vehicles.

THE SUPREME Court of the United States has recently affirmed a judgment of the Court of Appeals of New York in a case in which objection was made to an ordinance of the City of New York, prohibiting the use of advertising trucks, vans or waggons on the streets of the city. The Court of Appeals, in its judgment, observed that the right to display garish advertisements in conspicuous places had become a source of large revenue. If the company could cover the whole or a great part of the exterior of its stages with advertisements for hire, delivery waggons, engaged by the owners in their usual business or regular work, could rightfully be covered with similar advertisements. Cars and vehicles of many descriptions, although not engaged exclusively in advertising, and thus not incumbering the street exclusively for advertising purposes, might be used for a similar purpose. The extent and detail of such advertisements, when left wholly within the control of those contracting therefor, would make such stage waggons or cars a parade or show for the display of advertisements, which would clearly tend to produce congestion upon the streets upon which they were driven or propelled. The writer of a note upon this decision in one of the American law reviews, thinks that American visitors to England will generally express the hope that the New York law may reach the ears of the authorities of the English cities, especially London, where the traveller is confused and mystified by the glaring and wearisome signs on the city buses, and where the advertisements of jams, teas, tobaccos, pills and whiskies usually conceal the signs telling the places where the vehicle runs, and which is the information the wayfarer is looking for, but which he seldom gets.

The Evidence of Medical Practitioners.

THE WRITER of a letter to one of the medical journals considers that the evidence of medical practitioners commands more respect in the law courts than it did during a great part of the reign of the late Queen. He observes that practitioners who can look back thirty or forty years will remember when actions for damages against railway companies were painfully frequent, and were often based upon the alleged consequences of some apparently trivial injury. These actions were supported in courts of law by the aid of medical witnesses, whose presence was almost as certain as that of the leading counsel of the day, some of these witnesses invariably appearing for the plaintiff, and some for the defendant. The scandal was gradually diminished by the pressure of public and professional opinion, and was followed by a remarkable improvement in the demeanour and in the statements of those who appeared in court. We are disposed to believe that similar criticisms might have been applied to a large proportion of the scientific witnesses whose valuations were the principal support of the numerous claims for compensation made during the same period, but we can express no opinion as to whether a similar improvement has been noticed in the quality and character of their testimony.

Ademption of Legacy by Subsequent Gift.

OF two instruments which confer benefits upon the same individual each in general has its separate effect and the benefits are cumulative; and it is the same where one gift is made by written instrument and the other by parol. It may appear, however, from the circumstances of the gifts or otherwise that the latter was intended to be in substitution for the former, and, if this intention is properly established, effect is given to it in equity, and the beneficiary is not allowed to take both gifts. The later gift is said to be a satisfaction of the former, or, in the case of a legacy followed by a gift, the legacy is said to be adeemed.

The reason why equity interposes in such a case is obvious. The intention of the donor is to be observed, and if the donee takes the second gift, he cannot also claim the benefit of the gift for which it is substituted. The clearest example of this is where the gifts are made by written instruments, and the second instrument expressly states the donor's intention. "If" said WIGRAM, V.C., in *Kirk* v. *Eddowes* (3 Hare, p. 516), "the second instrument in terms adeems the gift by the first, it could not, I apprehend, be contended that it would not produce its intended effect; a party claiming under and having taken the benefit of it, could not claim that benefit, and at the same time refuse to give full effect to it." But frequently the second gift is not expressed in this manner, and the intention of the testator in making it has to be discovered from the circumstances, or from other extrinsic evidence, and the extent to which such evidence can be admitted was discussed by WARRINGTON, J., recently in *Re Shields* (1912, 1 Ch. 591), though the result at which he arrived appears to be open to criticism.

The rule that parol evidence is not admissible to alter a written document is well settled, and, therefore, if the second gift is made in writing and contains no declaration of the donor's intention, evidence that he, in fact, intended the gift to be in satisfaction of the earlier gift is not admissible. To this, however, there is an exception. In certain cases equity presumes that the second gift is a satisfaction, and then, in accordance with the general rule that presumptions can be rebutted by parol evidence, such evidence is admitted to rebut the presumption of satisfaction, and, as a consequence, counter evidence is admitted to support the presumption. The presumption is usually known as the rule against double portions, and it arises where the donor is the father of, or has placed himself *in loco parentis* to, the donee, and both gifts are in the nature of portions; and generally, too, there is a presumption of satisfaction where the first gift is made for any specific purpose, and the second gift effects that purpose. The rule as to the admission of evidence was stated in *Kirk* v. *Eddowes* (*supra*). "Where," said WIGRAM, V.C., "the law raises a presumption that the second instrument was an ademption of the gift by the instrument of earlier date, evidence may be gone into to shew that such presumption is not in accordance with the intention of the author of the gift; and, where evidence is admissible for that purpose, counter evidence is also admissible. In such cases the evidence is not admitted on either side for the purpose of proving, in the first instance, with what intent either writing was made; but for the purpose only of ascertaining whether the presumption which the law has raised be well or ill founded"; see also the judgment of SUGDEN, L.C., in *Hall* v. *Hill* (1 Dr. & War. 94). We have then the result that, if both instruments are in writing, and the second expresses an intention in favour of satisfaction, this intention must be observed; if it expresses no such intention, parol evidence of intention cannot be given, since this would contradict the second instrument; if, however, apart from expressed

intention, the law raises a presumption of satisfaction, then parol evidence can be given to rebut and also to support this presumption.

There remains the case where the subsequent gift is not by instrument in writing, so that the evidence of intention, if it exists at all, must be extrinsic. Upon principle, it seems clear that such evidence is admissible. There is, indeed, a *dictum* of JAMES, L.J., to the contrary in *Fowkes* v. *Pascoe* (10 Ch. App., p. 350): "No parol evidence of such an intention is admissible, for such parol evidence would be to alter the written will." But it does not appear that in that case any such evidence had been tendered, and the *dictum* overlooks the real nature of the doctrine of satisfaction. Where a legacy is followed by a gift made in the lifetime of the testator, and the gift is held to be in satisfaction of the legacy, this does not operate as an alteration of the will, but as a payment of the legacy in advance. Otherwise, indeed, the legacy could not be adeemed even by instrument in writing unless the instrument was executed as a will. Apart from this *dictum*, the rule would seem to be clear. The question is with what intention the second gift is made. If it is in writing, parol evidence to control the writing is not admissible. If it is not in writing, this rule does not apply, and there is nothing to exclude the evidence. It is not until the object of the parol gift has been explained by the parol evidence that the effect on the will has to be considered, and then, if the necessary intention has thus been proved, the legacy is adeemed, just as in the case of a second gift expressly made as a satisfaction by written instrument; the will itself is not altered, but the legacy has been paid in advance. That is the way in which the law deals with the matter, and it precludes all objection to parol evidence when used to qualify a parol gift. This is clearly stated by SUGDEN, L.C., in *Hall* v. *Hill* (*supra*, at p. 117):—"If a legatee under a will receives a subsequent benefit from the testator, which was intended to be in lieu of the former donation, the court will naturally be anxious to prevent him from having both, and will accordingly admit parol evidence, not to construe the will, but to explain the subsequent act, and thereby prevent the party from appropriating to himself what was never intended for him." And to the same effect is the judgment of WIGRAM, V.C., in *Kirk* v. *Eddowes*. From these authorities it has hitherto been clear that parol evidence was admissible to effect ademption of a legacy by a parol gift, even though there was no parental relationship between donor and donee.

In *Re Shields* (*supra*) however, WARRINGTON, J., has placed reliance on the above *dictum* from *Fowkes* v. *Pascoe* (*supra*), and has given a new application to *Hall* v. *Hill* and *Kirk* v. *Eddowes*. These cases, he says, apply only where the gift has been received by the legatee in the lifetime of the testator, knowing that it was intended to be by way of satisfaction of the legacy, and he thereupon becomes bound in conscience not to claim the legacy as well. In *Re Shields* a legacy of £300 had been left, and the testator afterwards deposited the amount at his bank in the joint names of himself and the legatee. As part of the same transaction he handed to the legatee a letter in a sealed envelope, which was not to be opened till after his death. In the letter he stated that the £300 was in lieu of the legacy. The legatee claimed both the deposit and the legacy, and WARRINGTON, J., allowed her claim on the ground that the testator's intention had not been communicated to her in his lifetime.

The circumstances are, no doubt, different from those in the earlier cases, but this does not seem to warrant the distinction made by the learned judge. The doctrine of satisfaction or ademption rests on the ground that it is inequitable for the donee to claim two gifts when the donor intended him to have only one. For this purpose it makes no difference whether the intention is communicated to the donee during the donor's life or not; it is sufficient that the donee knows it at the time when he is claiming both gifts. The matter rests on the intention of the donor, not on an agreement by the donee to accept one gift by way of satisfaction, and we are not aware that, until the present case, the contrary has ever been suggested. The only question is whether extrinsic evidence of the donor's intention at the time of the second gift can be received, and, for the reasons stated above, it appears that, in the case of a parol gift, declarations of the testator at the time of the gift can be received. The present case was clearer since the declaration was in writing; and the decision, if it stands, will form a serious infringement of the principle of *Hill* v. *Hill* and *Kirk* v. *Eddowes* (*supra*), both of them cases of recognized authority.

The Origin of Way-side Strips.

II.

(*Continued from page* 480.)

So much for the authorities on the so called public right of deviation. Now let us consider from a practical point of view the absurdities to which we are led if we treat the right of deviation seriously. It has been often spoken of, not only in text-books, but in some reported cases, as if it were a kind of collateral right springing into existence on any occasion on which the condition of the surface of the road fell below a certain standard of repair. Let us picture to ourselves a member of the public about to take advantage of this "right," and we shall appreciate the strangeness of the predicament in which the seventeenth century traveller must often have found himself.

On coming to a large puddle in the middle of the roadway he would have been put to his election, either to risk the dangers lurking in the puddle, or to risk the consequences of a possible trespass on the adjoining land. He would, had he been versed in the law of public "rights"—and all men are presumed to know the law—have put to himself the following question, "Am I to try to get through, or am I justified, as a member of the public, in exercising my right of deviating through this hedge?" The answer to this question would lie at the bottom of the puddle.

If he decided to deviate through the newly enclosed land, and it transpired in fact that the surface of the road below the water was in repair and easily passable, it is difficult to see what defence he would have had to an action of trespass for the damage done to the newly-enclosed land. On the other hand, if he decided to test the passableness of the road by empirical methods and found himself and his horse and cart fast in a quagmire, "the public right of deviation" would have furnished him with little else than the reflection that he would have been justified in breaking through the new fence. He may have reached the conclusion that the way is *lutosa et funderosa*, but having failed to take the opportunity of breaking through the fence, he would have no option but to struggle on. Possibly, however, he might exercise the right of deviation on his return journey.

So neither on authority nor principle does there appear to be anything to be said for the theory that the so-called right of deviation explains the existence of the prevalence of road-side strips.

It is a great deal more probable that the origin given by ABBOTT, C.J., in *Steel* v. *Prickett* (1819, 2 Stark, 463), is the correct one. In that case, his lordship, in summing up, laid down what he said appeared to be "the most natural and satisfactory mode of explaining the frequency of wastes left at the sides of the roads." "In remote and ancient times," he said, "when roads were frequently made through unenclosed lands, and when the same labour and expense was not employed upon roads, and they were not formed with that exactness which the exigencies of society now require, it was part of the law, that the public, where the road was out of repair, might pass along the land by the side of the road." His lordship then proceeded to point out that this right of the public was attended with this consequence, that, although the parishioners were bound to repair the road, yet, if an owner excluded the public from using the adjoining land, he cast on himself the onus of repairing the road. "Hence," said the learned judge, "it followed as a natural consequence that when a person enclosed his land from the road, he did not make his fences close to the road, but left an open space at the side . . . to be used by the public when occasion required."

But the fear of becoming chargeable for the repairs of the

highway does not, we venture to think, exhaust all the reasons why inclosing owners in former times set back their fences from the road.

Let us remember the essential nature of all highways, and the paramount principles which govern the law of highways—viz., that the public may pass and repass, and that nothing is to be allowed to hinder the public in the exercise of this right. Too much attention has been paid, we submit, to the theory of the vesting of the surface in road and highway authorities. The use of the term "vest," which has been unfortunately sanctioned by some statutes, is highly misleading. These road authorities have merely duties to perform with regard to the surface and the bed and drains of the road. On very rare occasions only is there any real vesting of property in the soil in such authorities. The predominant characteristic of highways, especially where they ran through open land, was the uncertainty of their precise limits; and let the reader observe that way-side strips are almost always the outcome of inclosures. Where there were "ancient" inclosures the boundaries of the highway were easily ascertainable. The word "ancient" in this sense is almost synonymous with the word "rightful." We never hear of the purported exercise of the right of deviation over an ancient inclosure. The simple truth was this: that no part of an ancient inclosure would ever have been regarded as subject to any right of highway. But uninclosed lands lying by the side of the beaten track were very liable to be so regarded.

In short, this vagueness of delimitation which formerly existed appears to us to be largely responsible for the existence of way-side strips. At the time when inclosing without the authority of Parliament was most prevalent, viz., during the sixteenth and seventeenth centuries, a great deal of this country was uninclosed, and hundreds of miles of highway were wholly unfenced. The roads were, in the words of ABBOTT, C.J., cited above, not then formed with that exactness which the exigencies of society now require. The highway was, as it were, "there or thereabouts"; and any inclosing owner would shrink naturally from interfering with land which might possibly be held to be subject to the rights of the public.

Unfortunately the practice of leaving broad road-side strips is now a thing of the past. When inclosing under special and general Acts of Parliament came into vogue in the eighteenth century, allottees under the awards made in pursuance of those Acts, had nothing to fear from the public; and authorized inclosures involved no liability of repair *ratione clausulae*: see *e.g. R.* v. *Flecknow* (1758, 1 Burr, 461).

That creature of the Inclosure Acts, the forty-foot roadway leaves little on either side of the metalled portion of the road Although the Highway Acts contain elaborate provisions for the prevention of encroachments on highways, and those Acts prohibit the erection of new fences within a prescribed distance from the centre of the metalled roadway, the whole tendency of highway legislation has been towards a crystallization of the limits of the highway, and a consequent narrowing in of fences to the statutory margin, which in turn tends to the gradual disappearance of old broad way-side strips—undoubtedly a matter for regret.

Reviews.

Criminal Appeals.

THE COURT OF CRIMINAL APPEAL. By R. E. Ross, LL.B., Barrister-at-Law, Principal Clerk in the Criminal Appeal Office. Butterworth & Co.

This work, which is written by a responsible official of the Court of Criminal Appeal, and is by permission dedicated to Lord Alverstone, must be regarded as a semi-official treatise on the practice of that court. The author explains in his preface that both the late registrar of the court, Sir James Mellor, and the present registrar, Mr. Leonard Kershaw, have assisted him in the elucidation of many points of difficulty; and the care with which such knotty problems as the "standardization of sentences"—to take only one example—are discussed, shews how substantial has been this aid. The most useful chapters in the work are—Chapter II., which deals with the nature of the right of appeal given by the Criminal Appeal Act, 1907, and the grounds on which an appeal can be based; and Chapter VI., which discusses most of the numerous points which arise when an appeal against conviction is being heard. Section 3 (*a*) of the Act enacts that an appeal against conviction on indictment lies *as of right* on any ground which involves a *question of law alone*, while section 3 (*b*) makes leave of the Court of Criminal Appeal, or a certificate of the judge who tried the case, a condition precedent to an appeal on a question of fact or a question of mixed law and fact. Now the difference between law and fact, or mixed law and fact, is one of the vaguest and least defined in the whole sphere of English law. In the present case the task of deciding what appeals will be put in the list without leave rests chiefly with the officials of the court, and, therefore, it is important to know the practice adopted by them. Mr. Ross gives this information by setting out at pp. 15 and 16 the grounds which in practice are treated as giving an appeal as of right; they are (1) misdirection by the trial judge on a point of law, (2) wrongful rejection or admission of evidence by him, (3) improper cross-examination of the accused as to character, (4) no *primâ facie* case to go to the jury, and (5) that the verdict of the jury amounted in law to a verdict of "not guilty," but was incorrectly entered by the judge as "guilty." Again, at pp. 108 to 116, there is an exhaustive study of "misdirection" in law and in fact, and a serious attempt is made to draw some clear inferences from the rather confusing decisions of the court on the point. Another useful section is the commentary on "Miscarriage of Justice"—one of the obscurest of the many obscure terms used in the statute. These are only a few of the many points of practice admirably discussed in the volume; the reviewer has made constant use of it during the past three months, and has never yet failed to get some guidance on any question involving the construction of the statute. The complete appendices of statutes, rules and forms is a useful feature of the book, but the index is scarcely adequate to the needs of the average practitioner, who is not specially conversant with the proper division of the statute under which to look for any topic he is investigating. Thus the index does not contain "previous conviction," "prerogative of mercy," "standardization of sentences" (to which the book devotes some ten pages), nor "expulsion order." This is the one feature lacking in an admirable book, which we most cordially recommend—from our own experience in practice—to the attention of anyone who has a criminal appeal to conduct.

Naval Law.

MANUAL OF NAVAL LAW. By J. E. R. STEPHENS, Barrister-at-Law; C. E. GIFFORD, C.B., Paymaster-in-Chief, R.N.; and F. HARRISON-SMITH, C.B., Paymaster-in-Chief, R.N. Stevens & Sons.

This unofficial treatise on Naval Law is written by a barrister who has brought out a number of works on maritime law, and by two paymasters in the Royal Navy. Why the latter gentlemen should have special familiarity with the discipline of a ship and the conduct of courts-martial is not obvious to the layman, nor is it explained in the preface; but perhaps officers in the civil branch of the Senior Service have more leisure and greater literary inclinations than their brethren in the Combatant Branch. The book commences with a historical chapter on the Early State and Discipline of the Navy, and then proceeds in subsequent chapters to discuss the various courts which administer naval law. Courts of Inquiry, Courts-Martial, the functions of the Judge Advocate-General, minor offences dealt with by commanding officers and offences punishable by ordinary law, are all discussed at length. In addition there is a long chapter on the Law of Evidence and a short one on the Civil Rights and Liabilities of Sailors. The summary of the law of evidence is very complete, but suffers from lack of scientific classification and arrangement; and a great many of the rules laid down and illustrations given seem to have no practical bearing on offences committed at sea. For example, the warning as to the testimony of policemen, extracted from Taylor on Evidence (p. 327), the special rules as to proof of previous offences in the case of a receiver of stolen goods, and the rules as to competency or compellability of wives as witnesses against their husbands, seem very unlikely to be of much practical use in the Navy. By the way, in the section on competency of witnesses, there is a marginal rubric "drunken persons," and over against it an isolated paragraph consisting of just one sentence, without reference or explanation, in the following terms:—"In the case of drunkenness, the return of sobriety will render the witness competent." What this means we cannot even guess, and there is nothing in the context to help us; but possibly it is inserted to meet some special difficulty arising in naval cases, and its meaning may be obvious to officers acquainted with naval trials. An excellent appendix of forms and a copious index complete this composite work.

Civil Jurisdiction.

THE PRINCIPLES OF CIVIL JURISDICTION AS APPLIED IN THE LAW OF SCOTLAND. By GEORGE DUNCAN, M.A., Lecturer on International Law in the University of Aberdeen, and D. OSWALD DYKES, M.A., LL.B., Advocate. William Green & Sons, Edinburgh.

This is a treatise on Private International Law, or Conflict of Laws, to give it the ingenious name invented by Professor Dicey. The standpoint is that of Scots law, but there is no essential difference between Scots and English law in a subject-matter of this kind, and the scholarly thoroughness with which the authors expound their subject should make the treatise especially valuable to English lawyers, whose own text-books rather lose sight of principles in order to frame and elaborate rules of practice. The leading question of Private International Law, as stated by the authors, is, In what *forum* should actions involving a foreign relation be brought? The answer to this question, of course, involves a discussion of "Territorial Jurisdiction," "Forum *rei*," "Residence" and "Domicil," "Forum *non conveniens*," and the enforcement of foreign judgments. The book concludes with an interesting chapter on the Sheriff Court, which resembles the English High Court in being the ordinary Scots court of first instance in all cases except "Consistorial Causes," over which the Court of Session has exclusive jurisdiction. To the student who has mastered Sir Henry Rattigan's little book and desires a larger treatise, we can confidently recommend this as the most luminous and stimulating book on the subject which has come our way.

Books of the Week.

Commercial Laws.—The Commercial Laws, of the World, comprising the Mercantile, Bills of Exchange, Bankruptcy and Maritime Laws of all Civilized Nations. Together with Commentaries on Civil Procedure, Constitution of the Courts, and Trade Customs. In the Original Languages, interleaved with an English Translation, contributed by numerous Eminent Specialists of all Nations. British Edition. Consulting Editor: The Hon. Sir THOMAS EDWARD SCRUTTON, Judge of the King's Bench Division of the High Court of Justice. General Editor: WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

Agency.—A Digest of the Law of Agency. By WILLIAM BOWSTEAD, Barrister-at-Law. Fifth Edition. Sweet & Maxwell (Limited).

Practical Forms.—Jones's Book of Practical Forms, for Use in Solicitors' Offices. Vol. I. Containing over 400 Forms and Precedents in the King's Bench Division of the High Court of Justice and the County Court, including 100 Forms of Special Indorsements of Writs, 100 Forms of County Court Particulars, Forms under the Arbitration Act and the Bills of Sale Act, &c With Dissertations, Notes and References. By CHARLES JONES. Third Edition, Revised and Enlarged. Effingham Wilson.

Misrepresentation.—The Law of Misrepresentation in Relation to Limited Liability Companies. By A MONTEFIORE BRICE, Barrister-at-Law. Sweet & Maxwell (Limited).

Transvaal Law as to Voluntary Liquidation of Companies.—Voluntary Liquidation of Companies in the Transvaal, with Notes on Reconstructions, Amalgamations and Windings-up under Supervision. By J. P. EARNSHAW. Jordan & Sons (Limited).

The Legal Estate.—The Distinctions and Anomalies arising out of the Equitable Doctrine of the Legal Estate. By R. M. P. WILLOUGHBY, LL.D. (Lond.). Cambridge: at the University Press.

Legal Position of Trade Unions.—The Legal Position of Trade Unions. By G. F. ASSINDER, M.A., B.C.L., Barrister-at-Law. Second Edition. Stevens & Sons (Limited).

Thursday, the 2nd of May, being the Grand Day of Easter Term at Gray's-inn, the treasurer (Mr. Arthur E. Gill) and the Masters of the Bench entertained at dinner the following guests:—The Right Hon. Lord Rathmore, the Right Hon. Lord Mersey, the Right Hon. Lord Justice Fletcher Moulton, the treasurer of the Hon. Society of the Inner Temple (Mr. R. A. Bayford, K.C.) Sir Squire Bancroft, the president of the Institution of Civil Engineers (Dr. W. C. Unwin, F.R.S.), Professor Goudy, Mr. G. E. Buckle, Dr. James Gow, Mr. John Dickinson. The Benchers present in addition to the treasurer were:—Lord Ashbourne, Mr. M. W. Mattinson, K.C., the Hon. Mr. Justice Lush, Mr. Herbert Reed, K.C., Mr. W. T. Barnard, K.C., Mr. Herbert F. Manisty, K.C., Mr. W. J. R. Pochin, Mr. Vesey Knox, K.C., Sir William Byrne, K.C.V.O., C.B., Mr. J. W. McCarthy, Mr. George Rhodes, K.C., Mr. F. A. Greer, K.C., Mr. T. M. Healy, K.C., M.P., with the preacher (the Rev. R. J. Fletcher, D.D.).

CASES OF THE WEEK.

Court of Appeal.

THE KING *v.* **TEMPLER.** *Ex parte* **HOWARTH.** No. 1. 1st and 2nd May.

MASTER AND SERVANT—WORKMAN—COMPENSATION—COMMITTEE REPRESENTATIVE OF EMPLOYERS AND WORKMEN—AWARD—APPLICATION TO REVIEW—NOTICE OF OBJECTION TO COMMITTEE—JURISDICTION OF COUNTY COURT—SEPARATE "MATTER"—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT., C. 37), SCHEDULE II. (1).

A workman had an award made in his favour for nominal compensation by a representative committee, and the award was duly recorded in the form of a memorandum in the county court. The workman gave notice that he wished the amount increased, and applied to the court for a review. The employers notified to the workman that the committee would deal with the case, but the workman objected to go before the committee again. The county court judge held that he had no jurisdiction to deal with the application, as the matter had already been dealt with by the committee. The Divisional Court having made absolute a rule for a mandamus *directed to the county court judge to hear and determine the application, the employers appealed.*

Held, that the answer to the question whether, when a representative committee of employers and workmen within the meaning of schedule II. of the Workmen's Compensation Act, 1897, had made an award, either party upon a change of circumstances occurring was precluded from requiring the review to be held by an arbitrator, must depend upon the balance of convenience as to which tribunal should deal with the application, as such an application was a separate and fresh matter which either tribunal could decide, and the words of the statute were so ambiguous or equivocal as to be equally consistent with either view.

Decision of Divisional Court (1912, 1 *K. B.* 351) *not dissented from, and the appeal of the employers against the order making absolute the rule for* mandamus *discharged.*

Appeal by the employers from a decision of the Divisional Court which made absolute a rule *nisi* calling upon the deputy judge of the county court of Yorkshire, holden at Stokesley and Guisborough, and Sir B. Samuelson & Co. (Limited), to shew cause why the deputy judge should not proceed to hear and determine an application by William Howarth under the Workmen's Compensation Act, 1897, to review and increase a weekly payment paid him as compensation for injury caused to him by accident arising out of and in the course of his employment. The accident occurred on the 22nd of March, 1907. The Workmen's Compensation Act, 1906, did not come into force until July, 1907. The claim was therefore made under the earlier Act, but the provisions in that Act upon which the question in the present case turned were re-enacted in similar terms in the Act of 1906. The claim was admitted, and 12s. a week paid, and on the 26th of April, 1907, a memorandum of an agreement to this effect was filed in the county court. The respondents subsequently reduced the weekly payments to 8s. 6d. The applicant thereupon applied to the committee to settle the matter in dispute in accordance with par. 1 of schedule II. of the Act of 1897. On the 11th of February, 1910, the committee decided that the applicant was capable of doing the work offered him by the respondents at his old rate of wages, which he had refused, and decided that compensation payable to the applicant should cease as from the 31st of December, 1909. Notice of objection to the recording of a memorandum of the decision of the committee was in the first instance given by the applicant to the respondents, but ultimately a memorandum of the terms of the decision of the committee was by agreement on the 6th of July, 1910, recorded in the county court. On the 2nd of September, 1910, the committee met, and with consent of both parties, for the purpose of keeping alive the right to compensation, made an award for 1d. a week, which award was duly recorded on the 26th of September, 1910. The applicant continued to work for the respondents down to the 29th of November, 1910, when he left their employment and ceased to work on the ground that he was, as the result of the accident, physically incapable of working. The applicant on the 7th of February, 1911, gave notice of an application to review the award for 1d. a week. On the 16th of February the respondents gave him notice that a meeting of the committee would be held on the 24th of February, at which his application to review would be dealt with. On the 20th of February the applicant gave notice in writing of objection to his application being settled by the committee. The application to review came before the deputy judge, and the respondents submitted he had no jurisdiction to hear it, as the committee was the only tribunal which had power to review weekly payments payable under an award made by the committee. The judge took this view, and the applicant obtained the rule *nisi* for a *mandamus*. The masters appealed. The case having been argued,

FLETCHER MOULTON, L.J., who at the desire of the other members of the court delivered his judgment first, said he thought the decision of the learned judges in the court below was correct. There was one clear principle running through both the Act of 1897 and the subsequent Act of 1906. The Legislature was determined that the question of compensation should be settled by agreement, but in more than one place in the Act and in the schedules it recognized that there were points which would have to be decided in default of agreement, and the Act simply said that those matters were to be settled by arbitration in accordance with the Act: the words were "in accordance with what is set out in the second schedule." It was therefore the second schedule

which created and regulated the tribunal which was to take the place ordinarily occupied by the courts of law. [His lordship read section 1 (3) of the second schedule.] Turning, then, to the first schedule, not only was the amount and duration to be settled, but on the review the amount of payment in default of agreement by arbitration, and in section B, when it was a question of commutation for a lump sum, it was to be settled by arbitration. Now section 1 of the second schedule gave generally a preference to going before a committee, where a committee existed. [His lordship read the section.] When any such matter was to be settled by arbitration, it appeared to him that if such committee existed with power to decide those matters, that matter had to go before them. He thought the decision of the Divisional Court was right.

VAUGHAN WILLIAMS, L.J., said that in his view the words of the statute were so ambiguous, or rather equivocal, that they were equally susceptible of two constructions, and two inconsistent constructions might be put upon the word "matter." That being so, he thought the adoption of one or other of what he would call the rival constructions must really turn upon convenience. The more convenient procedure would be that the parties should go back to the same tribunal which gave the original decision. But inasmuch as the Divisional Court had taken the contrary view, and Lord Justice Fletcher Moulton agreed with them, he would not differ from a conclusion which four such distinguished judges had arrived at, and which he thought admittedly turned more upon convenience than upon the language of the statute.

FARWELL, L.J., said it was not often that he found himself—when in the position of holding the scales of justice and weighing the arguments pro and con—wholly unable to see that the words should have one meaning rather than another; either appeared to him to be perfectly reasonable and perfectly good. Further, he confessed he was wholly unable to see that it mattered a straw to the applicant which conclusion he came to. He was wholly unable to see that there was more convenience in the one course than in the other. That being so, he did not feel justified in differing from the unanimous decision of the Divisional Court. In the circumstances he was only too glad to acquiesce in the appeal being dismissed. A discussion followed as to costs, and it was agreed that there should be no costs of the appeal on the undertaking of the employers that they would not enforce the order for costs made against the applicant by the county court judge: the order to be without prejudice to the right of the employers, if so advised, to appeal to the House of Lords. Appeal dismissed.—COUNSEL, for the appellants, *J. R. Atkin*, K.C., and *Meynell;* for the respondent, *F. B. Merriman*. SOLICITORS, *Van Sandau & Co.*, for *T. M. Barron & Smith*, Darlington, and *Belk, Cochrane, & Belk*, Middlesbrough; *Indermaur & Brown*, for *C. W. Callis*, Blackpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

MENTORS (LIM.) v. WHITE. No. 1. 2nd May.

COUNTY COURT—PRACTICE—RECOVERY OF SUM LESS THAN £20 UNDER ORDER XIV.—JUDGMENT FOR PART OF CLAIM—JUDGMENT FOR DEFENDANT IN COUNTY COURT WITH COSTS ON SCALE B—ACTION REMITTED—RIGHT OF DEFENDANT TO COSTS BEFORE REMITTED—COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43) 55, 65, 113, 116.

In an action to recover £20 19*s.* 10*d., founded on contract brought in the High Court, the plaintiffs applied for judgment under ord.* 14, *and an order was made that if the defendant did not pay the plaintiff* £3 *within two days they should be at liberty to sign final judgment for that amount. The order gave the defendant liberty to defend the action as to the balance of the claim, and directed that the action should be tried in the county court. The defendant paid the* £3 *in conformity with the order, and at the trial the judge gave judgment for him with costs on scale B, and under this order the registrar, and, on appeal, the judge, allowed on taxation items in respect of proceedings under ord.* 14.

Held, that the costs in question not having been "otherwise provided for" in the County Court Act, 1888, *were in the discretion of the judge, under section* 113, *and that he had jurisdiction to allow them to the defendant.*

Decision of Divisional Court (56 SOLICITORS' JOURNAL, 143; 1912, 1 *K. B.* 254) *affirmed.*

Appeal by the plaintiffs from a judgment of the Divisional Court. The question was whether a plaintiff suing in contract for a sum of over £20 under ord. 14, who recovers a less amount, and the defendant obtains leave to defend as to the balance, and the action is remitted to the county court, where judgment is given for the defendant "with costs on scale B," and under this order the registrar, and, on appeal, the judge, allow items in respect of ord. 14, the county court had jurisdiction to allow these items under section 113 of the County Courts Act, 1888. The facts were shortly these. The plaintiff in the action claimed to recover £20 19s. 11d. The real dispute between the parties was whether the defendant owed the plaintiff that amount or the sum of £3. The £3 was never in dispute. No formal tender was ever made of the sum of £3, nor was it ever paid to the plaintiff, but proceedings were taken out under ord. 14 to recover the total sum claimed of £20 19s. 11d. The master made in usual form an order that the defendant should pay the plaintiffs the £3, and gave him leave to defend as to the balance of the claim. The defendant was to pay the £3 into court within two days; in default there was to be judgment for that amount. The money was paid, so that there was no judgment. The action was by the same order remitted to the county court, and when it came on for trial the county court judge decided in favour of the defendant, and gave judgment for him with costs on scale B. The defendant proceeded to taxation, and he included in his bill certain items under ord. 14, and these were allowed by the registrar and confirmed on appeal to the county court judge. The plaintiffs contended that there was no jurisdiction to allow these items. The Divisional Court held that the judge had jurisdiction under his general power as to costs given by section 113, which provided that "All costs of any action or matter in the court not herein otherwise provided for shall be paid by or apportioned between the parties in such manner as the court shall think just, and in default of any special direction shall abide the event of the action or matter. . . ." Without hearing counsel for the respondent:

VAUGHAN WILLIAMS, L.J., said he did not consider this was a satisfactory case, but he agreed with the decision of the Divisional Court. His lordship stated the facts, and said the question on those facts was whether the county court judge had jurisdiction to make the order he did by virtue of his general powers as to costs under section 113 of the County Courts Act, 1888, they not being "herein otherwise provided for" by sections 65 or 116 or any other section of the County Courts Act, 1888. It would have been more satisfactory if the court could have seen the order, but it was not produced. He would assume that the order was drawn up in such terms as gave the defendant the costs of the ord. 14 summons. In the circumstances of this case he thought that the judge had jurisdiction to deal with the costs, and that this appeal must be dismissed. He desired to make some general observations upon ord. 14. He thought that a plaintiff who took out a summons under that order ought really to state approximately on the summons what was the actual amount of that part of the claim as to which he said there was no dispute, and on which he asked to have summary judgment given him without trial, so as to make it easier to deal with the question of costs. He also thought that when the whole amount recovered was not the whole amount which was claimed there ought to be a specific order as to costs. The difficulty in the present case arose from the fact that there was no specific order; there was only a general order as to costs, and unfortunately the county court judge did not say in terms that he was dealing with ord. 14 costs.

FLETCHER MOULTON and FARWELL, L.JJ., gave judgment to the same effect. Appeal dismissed.—COUNSEL, for the plaintiffs, *Ernest Pollock*, K.C., and *Lort Williams;* for the defendant, *Powell*, K.C., and *Barrington Ward*. SOLICITORS, *W. M. Pyke*, for *Mason & Moore Dutton*, Chester; *Ernest A. Fuller*, for *E. Brassey*, Chester.

[Reported by ERSKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

FRUIT AND VEGETABLE GROWERS' ASSOCIATION (LIM.) v. KEKEWICH AND OTHERS. Warrington, J. 1st May.

COMPANY—EXTRAORDINARY GENERAL MEETING—POWERS OF SHAREHOLDERS TO CALL MEETING—CONDITIONS TO BE FULFILLED—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, c. 69), s. 66.

The holders of more than one-tenth of the issued paid-up share capital of a company requisitioned the directors to hold an extraordinary general meeting of the shareholders for the purpose of "considering the reconstruction of the board and resolutions concerning the directorate and officers of the company." The requisition was composed of several documents in like form, with the exception that some of them contained after the word "company" the words "in addition to the affairs of the company in general."

It was contended that the requisitionists must be holders of one-tenth of the issued shares of the company; that the requisition did not consist of documents in "like form," and that the purpose of the meeting was not sufficiently stated.

Held, that the words in section 66 (1) *of the Companies (Consolidation) Act,* 1908, *"upon which all calls or other sums then due had been paid" governed the words "issued share capital of the company," and that the requisitionists were only required to hold one-tenth of the shares on which all sums due had been paid.*

Held also, that the several documents of which the requisition consisted were in like form within the meaning of section 66 (2). *Held also, that the objects of the meeting were sufficiently stated within the meaning of section* 66 (2).

The plaintiff company moved the court to grant an injunction to restrain the defendants from calling or holding a meeting purporting to be an extraordinary general meeting of the company on the 2nd of May, 1912. The company was incorporated on the 23rd of November, 1911, with a nominal capital of £60,000 divided into shares of £1 each; 22,357 shares were issued at par, but only the money due on 5,094 shares had been paid in full. Between the 18th of March and the 30th of March, 1912, a number of documents were deposited at the registered office of the company in the following form:—"We the undersigned hereby request you (in accordance with section 66 of the Companies (Consolidation) Act, 1908) to call an extraordinary general meeting of the shareholders for the purpose of considering the reconstitution of the board and resolutions concerning the directorate and officers of the company." These requisitions were signed by the holders of 235 shares on which all the money due had been paid. Between the same dates other documents were deposited in which the wording was identical with the above form, except for the additional words "in addition to the affairs of the company in general." These documents were signed by the holders of 455 shares on which all the money due had

been paid. The total signatories of all the documents were thus holders of 690 shares. The material part of section 66 of the Act is as follows: —(1) Notwithstanding anything in the articles of a company the directors of a company shall, on the requisition of the holders of not less than one-tenth of the issued share capital of the company upon which all calls or other sums then due have been paid forthwith proceed to convene an extraordinary general meeting of the company. (2) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the company, and may consist of several documents in like form each signed by one or more requisitionists.

It was contended on behalf of the plaintiff company (1) that it was necessary that the requisition should be signed by holders of one-tenth of the issued shares and not one-tenth of the issued shares on which all calls or other sums due had been paid; (2) that the documents were not in like form and could not be regarded as one requisition; (3) that the requisition did not sufficiently state the object of the meeting.

Warrington, J., said the question was whether the directors were bound, under the provisions of section 66 of the Companies (Consolidation) Act, 1908, to summon an extraordinary general meeting of the company. Considering what Lindley, L.J., said in the case of the *Isle of Wight Railway Co.* v. *Tahourdin* (25 Ch. D. 320 at p. 333), he did not think the court ought to be astute to discover and give effect to objections made to shareholders attempting to hold a meeting of the company in which they were interested. The first question to be considered was whether the words of section 66, "upon which all calls or other sums then due had been paid," referred to the one-tenth held by the persons making the requisition, or to the issued share capital of the company. He was of the opinion that the defendants' contention was the correct one, and that the words had reference to the issued capital. For the purposes of the requisition you were to take the amount of the paid-up issued capital for the time being, and the requisitionists were to be holders of not less than one-tenth of that amount. That construction was reasonable and grammatical. If the other construction were put upon it, then non-payment of certain calls would prevent those shareholders who had paid their calls from calling a meeting. The construction also seemed to be good sense because it naturally assumed that those who called the meeting had paid up the calls on their shares. On that construction there was no doubt that the requisitionists who had paid up their calls were holders of not less than one-tenth of the issued share capital upon which all calls had been paid. Then it was contended that the various documents were not in like form. The requisitionists had signed a number of documents, and it was unfortunate that they were not in identical terms, but in his opinion they were in like form within the meaning of the statute. The adding of the words "in addition to the affairs of the company in general" made no difference to the general purport of the requisition. Lastly, it was contended that the requisitions did not sufficiently state the object of the meeting. "To consider the reconstitution of the board and resolutions concerning the directorate and officers of the company" meant to consider if the shareholders of the company were satisfied with the personality and conduct of the directors, and it seemed to him that for the purpose of the requisition that sufficiently stated the objects for which the requisitionists desired to have the meeting called.—Counsel, *Cave*, K.C., and *Lawton*; *Terrell*, K.C., and *Thompson*. Solicitors, *Richard Brooks*; *Lloyd*, *Richardson*, & *Co.*

[Reported by J. B. C. Tregarthen, Barrister-at-Law.]

BROOKS v. **BILLINGHAM.** Neville, J. 29th April.

Vendor and Purchaser — Contract — Memorandum — Purchaser's Name Written by a Third Person at the Instance of the Purchaser—Statute of Frauds (29 Car. 2, c. 3), s. 4—Misrepresentation.

A memorandum of a transaction of purchase, written at the time when and the place where such transaction took place, and at the purchaser's dictation, by a relative of the vendor, who was present when the transaction was entered into, is a sufficient memorandum or note of the agreement in writing signed by the party to be charged therewith, or some other person thereunto by him lawfully authorized, to satisfy the fourth section of the Statute of Frauds.

This was an action by one Mary Bradford Brooks for specific performance of a contract of sale entered into by her on the 12th of December, 1911, with the defendant, Moses Sampson Billingham, whereby she agreed to sell to the defendant nineteen leasehold houses. The defendant resisted the action first of all on the ground that there had been no sufficient memorandum in writing of the contract to satisfy section 4 of the Statute of Frauds, and also on several other grounds, one of which was that there had been misrepresentations of fact made to him by the plaintiff with regard to the collection of the rents. On the first ground the facts were these: When the agreement was entered into the plaintiff's son-in-law was present, and at the request of the defendant he wrote down, at the defendant's dictation, the following memorandum: "12th December, 1911.—Mrs. Mary Bradford Brooks agrees to sell to Mr. Moses Sampson Billingham, of 158, Hamilton-road, Handsworth, nineteen houses, situate in Brewery and Brierley-streets, Handsworth, for the sum of thirteen hundred pounds (£1,300). Deposit of ten pounds to confirm the purchase. Settlement to be made early in January, 1912. Received December 12th, 1911—(1d. stamp)—£10.—M. B. Brooks." Counsel for the defendant contended that here there was no such memorandum as that contemplated by the Statute of Frauds. The defendant had not signed a memorandum in writing, nor had any other person thereunto by him lawfully authorized signed a memorandum on his behalf. Counsel for the plaintiff argued that, it having been decided long ago that it is not necessary for the party to be charged to subscribe the memorandum, and it is sufficient if the signature of such party appear in the body of such memorandum; it is accordingly sufficient if such signature is written in the body of such memorandum by some person lawfully authorized to write it by the party to be charged, as was done in this case. He relied on the case of *Sims* v. *Landray* (1894, 2 Ch. 318).

Neville, J., after stating the facts, said: A decree of specific performance must be granted in this case. I am of opinion that this document is sufficient to satisfy the 4th section of the Statute of Frauds. On the facts I come to the conclusion that the alleged misrepresentation was merely an expression of opinion, and not sufficient to excuse the defendant from completing the contract. It only amounted to this, that in the opinion of the plaintiff the rent collection was a good one. The facts were that it was a very poor class of property, and that during the last twelve months about 20 per cent. of the rent due appeared to be irrecoverable. Specific performance was accordingly decreed.—Counsel, *Peterson*, K.C., and *C. Gurdon*; *Jenkins*, K.C., and *E. P. Hewitt*. Solicitors, *Webster & Webster*, for *Waterhouse & Son*, Wolverhampton; *Stow*, *Preston*, & *Lyttelton*, for *Pointon & Evershed*, Birmingham.

[Reported by L. M. May, Barrister-at-Law.]

LAWSON v. **GUARDIANS OF THE POOR OF THE MARLBOROUGH UNION.** Neville, J. 30th April.

Poor-Law Officer—District Medical Officer—Public Vaccinator—Poor-Law Officers Superannuation Act, 1896 (59 & 60 Vict., c. 50), sub-sections 2, 3, 4, and 19—"Officer or Servant"—"Salary or Wages and Emoluments"—Vaccination Acts, 1840 3 & 4 Vict., c. 29), s. 1; 1853 (16 & 17 Vict., c. 100), s. 6; 1867 (30 & 31 Vict., c. 84), sub-sections 4, 6, 7.

The district medical officer who has been appointed public vaccinator for the same district is not entitled under the Vaccination Acts in respect of his fees for vaccination, performed by him, to any superannuation allowances, since in his capacity as vaccinator he is not an officer of the guardians, and accordingly is not in that capacity within the scope of the Poor Law Officers Superannuation Act.

This was an action to determine the point as to whether a public vaccinator as such was entitled to a superannuation allowance calculated on the amount he had received for vaccination fees in respect of such appointment. The Poor Law Officers Superannuation Act, 1896, gives to every "officer and servant in the service or employment of the guardians of a union" a right to a superannuation allowance on his becoming "incapable of discharging the duties of his office with efficiency by reason of permanent infirmity," the allowance being a proportion, according to the scale fixed by the Act, of "the average amount of his salary or wages and emoluments for the five years ending on the quarter-day which immediately precedes the day on which he ceases to hold his office." The plaintiff in this action was the district medical officer of the Avebury district of the defendants' union, and he was also public vaccinator for the same district. In both capacities he was paid by the guardians, and had entered into contracts with them. The contract as district medical officer stated that the guardians had appointed him medical officer of the district, and the contract was that he would perform the duties of the office, and fixed the terms on which he would resign and the amount of his salary, and certain extra payments for special cases. This appointment was made under the Poor Law Acts and orders which required the guardians to appoint district medical officers. The contract as to vaccination was simply a contract to perform all vaccinations required by the guardians to be performed within the district for certain prices. This contract was entered into by the guardians in exercise of the powers given to them by a series of Vaccination Acts, in which the words used were that the guardians "might contract with the medical officers of their several unions, or with any duly qualified medical practitioner for the vaccination of all persons resident in the union or parish." The plaintiff brought this action and claimed to be entitled to a superannuation allowance calculated on the amount he had received for vaccination fees, as well as his salary and emoluments as medical officer. The guardians admitted that he was entitled to a superannuation allowance, but denied that he could bring in his vaccination fees in calculating his superannuation allowance. Counsel for the defendants contended that it was not within the scheme of the Vaccination Acts that vaccination fees should entitle the plaintiff to a superannuation allowance in respect of them. The superannuation allowance is contributory. In respect of his appointment as medical officer the plaintiff's contributions to the superannuation allowance were deducted from his salary and emoluments. No such deduction was made in respect of his vaccination fees.

Neville, J., after stating the facts, said: I do not think the plaintiff can succeed in this action. The words used in the successive Vaccination Acts, and followed in this case in the contract, are intended, in my opinion, to provide that the service of the public vaccinator shall be rendered as contractual service in the ordinary sense, and do not constitute the public vaccinator an officer of the guardians. Accordingly the plaintiff fails in his action, and is not entitled to any superannuation allowance in respect of the fees which he had received for vaccinations.—Counsel, *Hon. M. M. Macnaghten*, *Herbert Davey* and *Whitfield-Hayes*. Solicitors, *Mills & Morley*; *Merrimans & Thirlby*, for *Merrimans & Gwillim*, Marlborough.

[Reported by L. M. May, Barrister-at-Law.]

Re **BONACINA. LE BRASSEUR** *v.* **BONACINA.** Eve, J. 30th April.

BANKRUPTCY—DISCHARGE OF DEBTOR—FOREIGN DEBT—RELEASE OF DEBT BY BANKRUPTCY—SUBSEQUENT PROMISE TO PAY—BANKRUPTCY ACT, 1883 (46 & 47 VICT., C. 52), S. 30 (3).

An Italian subject, who was indebted to another Italian subject, was adjudicated bankrupt in England and obtained his discharge. Subsequently the debtor signed a document whereby he acknowledged his indebtedness, and agreed to pay off the debt in five years. The debtor died in 1908, and his estate was being administered by the court. On a claim by the creditor to prove in the administration for his debt,

Held, that the claim was a claim in respect of the original debt, and was therefore barred by the debtor's discharge in bankruptcy.

This was a summons to vary the master's certificate by allowing the applicant's claim. The testator, an Italian subject, was adjudicated bankrupt in 1897, and obtained his discharge in 1901. Previous to his bankruptcy he was indebted to the claimant, also an Italian subject, but he did not disclose this indebtedness in the bankruptcy proceedings, nor did the claimant know of such proceedings until after the death of the testator in 1908. In October, 1906, the debtor signed in Italy a document whereby he acknowledged his indebtedness to the claimant, and agreed to pay off the debt within five years from the 1st of January, 1907, and interest in the meantime. The debtor's estate was being administered in this court, and the applicant brought in a claim as creditor for £1,758 7s. 6d. and interest. This claim had been disallowed, and the present summons was to vary the certificate by allowing the claim. It was contended, on the one hand, that the debt was one from which the order of discharge released the testator, and on the other hand it was argued, on behalf of the creditor, that the transaction of October, 1906, was a new contract to pay, and therefore originated a new cause of action arising after the discharge of the debtor.

EVE, J.—In August, 1897, the testator, an Italian subject resident in England, was adjudicated bankrupt, and in August, 1901, he obtained his discharge. At the commencement of the bankruptcy he was indebted to the present applicant, G. Mina, an Italian subject, but he never disclosed this indebtedness in the bankruptcy proceedings, nor did the creditor ever come to know of such proceedings until after the death of the testator in March, 1908. In 1902 and 1904 the testator made payments to the creditor on account of the debt, and in October, 1906, signed in Italy a document whereby he acknowledged his indebtedness, which then amounted to 43,959 lire, equivalent to about £1,700, and he agreed to pay off the debt within five years from the 1st of January, 1907. His estate is now being administered in this court, and Mina has brought in a claim as a creditor for £1,758 7s. 6d. and interest. This claim has been disallowed, and this summons is to vary the certificate by allowing the claim. On behalf of the creditor it is conceded that the order of discharge released the testator from the original debt, but it is said that the transaction of October, 1906, was a new contract to pay, and therefore originated a cause of action arising after the discharge. The executor, who resists the claim, argues that it is in substance a proceeding in respect of the debt from which the order of discharge released the testator, and that sub-section 3 of section 30 of the Bankruptcy Act, 1883, is a complete answer to it. It is necessary in the first place to ascertain what was the nature of the transaction of October, 1906, and the circumstances shew that the sole object was to put on record a written acknowledgment of the subsisting debt. It does not impose any obligation on the creditor; he does not even sign it. It commences with a statement that the account between the parties shews an indebtedness of 43,959 lire. The debtor then goes on to acknowledge the debt, and undertakes to pay it within five years from the 1st of January, 1907, and a statement is added that interest is to accrue on the unpaid principal. According to English law that document, in my opinion, gives rise to no cause of action. It is a voluntary promise to pay for which there is no consideration, and which, therefore, cannot be enforced. I do not accept the view that there is to be spelled out of its terms a contract by the creditor giving the debtor five years in which to pay the debt. But it is said that the parties clearly intended their rights under the document to be determined according to the law of Italy, and that according to that law the promise to pay would be enforceable by action notwithstanding the absence of consideration, and that to such action the discharge in the English bankruptcy could not be set up by way of defence. I think those contentions so far as they assert that the document is to be construed according to Italian law, are well founded, and I will assume that the promise to pay is one upon which judgment could be recovered in the Italian courts, notwithstanding the discharge in the English bankruptcy. But what then? Assuming that Mina had obtained judgment in Italy, and sought to enforce payment in this country, would it not have been open to Bonacina, and is it not now open to his executor, to resist the claim here on the ground that the proceeding is in substance a proceeding in respect of a debt from which the debtor obtained a statutory release on his discharge? I think it is, and that the decision of the case turns on the question whether the transaction was a new engagement to pay on old debt from which the debtor had been released, or a mere attempt to keep alive the old debt, which both parties believed to be still alive, but which, according to English law, had become barred by the bankruptcy. Upon this question it is clear that the parties were dealing throughout with the old debt which accrued before the bankruptcy, and therefore I think that any claim in this country must be in substance a proceeding in respect of the old debt, and therefore one to which the discharge is a complete answer. In so holding I do not think I am doing anything inconsistent with the decision in *Jakeman* v. *Cook* (4 Ex. D. 26). There the court came to the conclusion on the facts that there was a real *bona-fide* contract to revive the old debt for a valuable consideration arising after the discharge, and held that the promise made and acted on after the discharge constituted the cause of action. But here there never was from start to finish any notion of reviving an old debt or raising a new indebtedness, the sole intention and object of the parties being the putting on record of the amount of the old debt, and this state of facts brings the case within the principles underlying *Jones* v. *Phelps* (20 W. R. 93) and *Heather* v. *Webb* (2 C. P. D. 1). Accordingly I dismiss the summons, with costs.—COUNSEL, *Clayton*, K.C., and *Maugham*; *P. O. Lawrence*, K.C., and *Greenland*. SOLICITORS, *White & Leonard*; *Le Brasseur & Oakley*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

THE PUBLIC TRUSTEE *v.* **LAWRENCE.** Swinfen Eady, J. 2nd April.

MORTGAGE—LEASE BY MORTGAGOR IN POSSESSION—SPECIAL EXTENSION OF STATUTORY POWER—SPECIAL PROVISO FOR DELIVERY OF COUNTERPART TO MORTGAGEE—LEASE UNDER EXTENDED POWER—NON-DELIVERY OF COUNTERPART—VALIDITY OF LEASE—CONVEYANCING ACT, 1881 (44 AND 45 VIC., C. 41), S. 18, SUB-SECTIONS 11 AND 14.

The proviso in sub-section 11 *of section* 18 *of the Conveyancing Act*, 1881, *that the lessee shall not be concerned to see that the mortgagor does within one month after making the lease deliver to the mortgagee a counterpart executed by the lessee applies to a lease granted under the extended powers conferred by virtue of sub-section* 14 *of the same section, as well as to a lease granted under the statutory power.*

By a mortgage, dated the 28th of August, 1895, the mortgagors conveyed eleven acres of freehold land to the mortgagees in fee simple by way of mortgage for securing £4,000 and interest. The mortgage contained the following power of leasing:—"And it is hereby declared that the power of leasing conferred by law on a mortgagor shall extend to a lease by the mortgagors, their heirs, or assigns of the said premises, or any part thereof, for any term not exceeding 1,000 years, provided that a counterpart of any such lease, duly executed by the lessee, be delivered to the mortgagees, their executors, administrators, and assigns within one calendar month next after the execution thereof, and the consent thereto of the mortgagees shall not be required." On the 20th of November, 1895, the mortgagors conveyed the equity of redemption to W. R. Franklin. On the 2nd of April, 1896, W. R. Franklin demised six acres of the property to George Franklin for 999 years, from the 25th of March, 1895, at a rent of £30. On the 31st of January, 1907, George Franklin sub-demised the six acres to the defendant Lawrence for the residue of the term of 999 years, less one day by way of mortgage for securing £900 and interest. George Franklin died on the 14th of February, 1910, insolvent, and on the 2nd of May, 1910, an order was made for the administration of his estate in bankruptcy under section 125 of the Bankruptcy Act, 1883 (46 and 47 Vic., c. 52), and thereupon his property vested in the defendant, the official receiver. The defendant Lawrence had taken possession under her mortgage. On the 7th of July, 1911, the plaintiff, in whom the mortgage of 1895 was now vested, brought this action for a declaration that the lease of 1896 was not authorized by the power of leasing in the mortgage, and was not binding on the plaintiff as claiming under the mortgage, but was subject to the plaintiff's estate and interest thereunder. He also claimed delivery of possession. The plaintiff alleged (*inter alia*) that no counterpart of the lease was delivered to the mortgagees within one calendar month after the execution thereof, or at all, and impeached the lease on this and other grounds. The defendant, the official receiver, did not enter an appearance, and on the 24th of August, 1911, he disclaimed all interest in the lease. Counsel for the plaintiff contended that no counterpart lease had been delivered in accordance with the terms of the lease.

SWINFEN EADY, J., after stating the facts, said: In my opinion, the proper inference to draw from the facts proved in this case is that the counterpart of the lease has been delivered; however, I am further of opinion that even if no counterpart had been delivered, the lease would not have been invalid as against the mortgagees. By the Conveyancing Act, 1881, s. 18, a mortgagor in possession is empowered to grant certain leases. By sub-section 11 the mortgagor shall, within one month after making the lease, deliver to the mortgagee a counterpart executed by the lessee, "but the lessee shall not be concerned to see that this provision is complied with." By sub-section 14, the mortgage deed may reserve to or confer on the mortgagor any further or other powers of leasing, "and any further or other powers so reserved or conferred shall be exerciseable, as far as may be, as if they were conferred by this Act, and with all the like incidents, effects, and consequences, unless a contrary intention is expressed in the mortgage deed." The mortgage deed in question refers to the power of leasing conferred by law on a mortgagor, and confers a further or other power by extending the statutory power of leasing to granting leases for 999 years. It also provides for a counterpart of the lease being delivered within one month to the mortgagees; but in my opinion the provision in sub-section 11, that the lessee shall not be concerned to see that the provision for the delivery of the counterpart lease is complied with, applies to a lease granted under the extended power, as well as to a lease granted under the statutory power. There is not any contrary intention expressed in the mortgage deed on this point, and therefore sub-

section 14 applies, and all the statutory incidents, effects, and consequences are introduced. The result is that failure to deliver a counterpart to the mortgagees would not invalidate the lease, although it would cause the statutory power of sale to become immediately exerciseable under section 20, sub-section 3.—COUNSEL, *Gore-Browne*, K.C., and *Sargant*; *Hon. Frank Russell*, K.C., and *Bischoff*. SOLICITORS, *Morley, Shirreff, & Co.*; *Chester, Browne, & Griffithes*, for *William Perkins, Hepherd, & Winstanley*, Southampton.

[Reported by L. M. MAY, Barrister-at-Law.]

Re THE HOUSE PROPERTY AND INVESTMENT CO. Neville, J. 2nd April.

COMPANY—REDUCTION OF CAPITAL—CAPITAL CONSISTING OF STOCK ONLY—PRACTICE—COMPANIES (CONSOLIDATION) ACT, 1908—SPECIAL RESOLUTION TO WRITE OFF STOCK—VALIDITY.

When the capital of a company consists only of stock, a reduction of the capital of the company can be effected by cancelling a part of the stock.

The House Property and Investment Company was incorporated in 1876 with a nominal capital of £1,000,000, and had issued £669,050 capital in shares, which had been fully paid for and afterwards converted into stock. This was a petition for the confirmation of resolutions for the reduction of its capital by cancelling capital lost in consequence of the depreciation in the value of small house property in London. The reduction was proposed to be effected by writing down each holding of the fully-paid stock, and the question arose as to the form of the order where stock was being reduced. The petition asked for the confirmation of a reduction authorised by a special resolution of the company in the following terms: "That the capital of the company be reduced by writing off the sum of £200,715 stock as being capital lost or unrepresented by available assets, and that such reduction be given effect to by reducing the holding of each stockholder of the company by 30 per cent., being the proportion which the sum so to be written off bears to the amount of the issued stock." Counsel for the petition said that instances of reducing capital by cancelling stock were very rare, and no form of order was to be found in the books, but it had been done in the case of *Re Allsopp & Sons (Limited)* (1903, 51 W. R. 644), which seemed to be the only reported case on the subject. A copy of the order in that case had been obtained from the registrar, and a similar order was now asked for.

NEVILLE, J., after stating the facts, said: In my opinion this order can be made. I cannot see any reason why capital should not be reduced by cancelling stock in the same manner as it is reduced by cancelling shares, and I accordingly make the order as prayed.—COUNSEL, *Jenkins*, K.C., and *Whinney*. SOLICITORS, *Henry Gover & Son*.

[Reported by L. M. MAY, Barrister-at-Law.]

*** In the report of the judgment in the case of *Re Warwick, Deceased, Warwick* v. *Chrisp* (*ante* p. 253), the words at the end of the judgment, "and need not bring," &c., should be read "but she must bring it into account before," &c.

Societies.

The Law Association.

The usual monthly meeting of the directors was held on Thursday, the 2nd inst. Mr. W. P. Richardson in the chair. The other directors present were Mr. P. W. Chandler, Mr. T. H. Gardiner, Mr. A. Toovey, Mr. Mark Waters, Mr. Woodhouse, and the secretary, Mr. E. E. Barron. The sum of £137 was voted in grants of relief to deserving cases. The date of the annual general court was fixed for Thursday, the 30th inst., and other general business was transacted.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of the above association was held at the Law Society's Hall, Chancery-lane, London, on the 8th inst., Mr. Richard S. Taylor in the chair, the other directors present being Messrs. S. P. B. Bucknill, T. S. Curtis, Alfred Davenport, Walter Dowson, Charles Goddard, J. R. B. Gregory, C. G. May, W. Melmoth Walters, and Thos. Gill (secretary). A sum of £415 was distributed in grants of relief, three new members were admitted, and other general business was transacted.

Law Students' Journal.

The Law Students' Union.

The last house dinner of the season took place at Maxim's Restaurant on Friday, the 3rd inst. Mr. Atherton Powys was in the chair. The dinner was followed by a smoking concert, to which the following members contributed:—Messrs. Woolrych, H. P. Gisborne, L. G. Crawford, R. F. Mattingley, A. R. Harby and R. T. Davies. The house dinners will recommence in the autumn.

Legal News.

Appointments.

Mr. PERCY MUSGRAVE CRESSWELL SHERIFF (Chief Justice, St. Lucia) has been appointed Chief Justice of the Bermudas.

Mr. HENRY WALTER REECE, barrister-at-law, has been appointed of His Majesty's Counsel for the Island of Barbados.

Mr. WILLIAM BLAKE ODGERS, LL.D., K.C., has been appointed Recorder of Bristol, in place of the late Mr. Edward James Castle, K.C.

Mr. ROBERT SIDNEY PAYNE, M.A., of the firm of Weedon & Payne, of Reading, solicitors, has been appointed Coroner for Berks (Reading or Eastern District). Mr. Payne was admitted in 1899. He has acted as Deputy since 1905.

Mr. GILBERT RANDALL CAWLEY, of 12, South-square, Gray's-inn, solicitor, has been appointed a Commissioner of Oaths. Mr. Cawley was admitted in November, 1905.

Changes in Partnerships, &c.

Dissolutions.

JOHN COLBATCH CLARK and HENRY CANE, solicitors (Colbatch Clark & Cane), Brighton. April 30.

CHARLES BAILEY HALLILEY and ALEXANDER MORRISON, solicitors (Halliley & Morrison), Bedford. March 31. [*Gazette*, May 3.

General.

It is announced that Dr. Abdul Majid, Lecturer to the Colonial Office on Mahomedan Law, has been elected a member of the Old Bailey Bar, by a large majority, on the motion of Sir Charles Mathews. He is stated to be the first non-European admitted to the Old Bailey Bar.

The Duke of Bedford on the 2nd inst. laid the foundation-stone of the new Guildhall, Westminster, intended for the purposes of quarter sessions and county administrative work in Middlesex. It will, says the *Times*, be built of Portland stone in the Gothic style, will have a frontage of 163 ft. and be surmounted by a massive tower. The chair was taken by Alderman Regester, and others present were the Bishop of Willesden, Mr. Montagu Sharpe (chairman of quarter sessions), Mr. Herbert Nield, M.P., and a large number of county aldermen, councillors, and justices. The Chairman, in asking the Duke of Bedford to lay the foundation-stone, said that the site of the new Guildhall was that of a building erected about the time of the Norman Conquest, which served as a place of refuge to those who were fleeing from justice. It was pulled down in the 18th century, and gave place to the old Guildhall. Thus for the past 140 years criminals had gone to Westminster, not to evade justice, but to receive just reward of their crimes. The Duke of Bedford, who was presented with a trowel by the architect, Mr. James S. Gibson, and a mallet by the contractor, Mr. James Carmichael, then declared the foundation-stone well and truly laid.

The death is announced of Mr. John Gray, one of the senior examiners of the Patent Office. He was, says the *Times*, a graduate in science of Aberdeen University, an Associate of the Royal School of Mines, and an authority on electrical subjects. He entered the Patent Office thirty-four years ago.

The annual report of Sir H. Maxwell Lyte, Deputy Keeper of the Public Records, which has just been issued, states that among the books and documents transferred to the Public Record Office during 1911 are a large number of assize records from the clerks of assize from various circuits. The earliest are those of the South-Eastern Circuit, which begin in 1559. The Foreign Office has sent 519 volumes of archives, chiefly of the British Embassy in Berlin and the Legations in Munich, Stuttgart, and Guatemala. From the War Office came 336 volumes of Militia records from 1778 to 1909. The systematic calendar of the Patent, Close, Charter, Fine, and Chancery Rolls, the *Inquisitiones Post Mortem*, various classes of State papers, and Treasury books are being proceeded with.

On the 2nd inst. there was revived in the Middle Temple the ancient practice of holding moots in the Hall after dinner during term time. More than 200 years ago, says the *Times*, the practice was common, and formed part of the regular course of the training of a young barrister; but at the beginning of the 18th century it fell into disuse. After the evening meal, attended by members of the Society in Hall, the moot began. The Masters of the Bench who took part in the moot were Dr. Blake Odgers, K.C., in the chair, Mr. English Harrison, K.C. (Chairman of the General Council of the Bar), and Mr. Muir Mackenzie (Official Referee). There were also present Mr. H. D. Greene, K.C. (ex-treasurer), Mr. Scott Fox, K.C. (Chancellor of the County Palatine of Durham), and other masters of the bench, and many barristers and other members of the society. The case propounded was one which in one form or another has agitated legal opinion for many years, namely, that of a passenger on a railway who has deposited his bag in a cloakroom, receiving a cloak-room ticket, which is afterwards stolen, and the thief, by means of the stolen ticket, obtains the bag: the question being whether the original owner of the bag can maintain an action for the value of the bag against the railway company.

The following, says the *Times'* Parliamentary correspondent, is the text of Lord Wolmer's Bill to enable women to become barristers, solicitors, or Parliamentary agents:—(1) A woman shall not on the ground of her sex alone be disqualified (a) for being called to the bar as a barrister; or (b) for being admitted to the roll of solicitors of the Supreme Court and acting as a solicitor; or (c) for being registered as a Parliamentary agent and acting as such; or (d) for being admitted as a student at any Inn of Court, or entering as a candidate in any examination, or taking, in the like manner and on the like terms as a man, any other preliminary steps necessary for any of the purposes aforesaid; and a woman shall, on being called to the bar or admitted as a solicitor, or registered as a Parliamentary agent, be entitled to the rights of audience and to all other ancillary rights or privileges to which a man is in the like case entitled, and any enactment or provision of law, and any order of either House of Parliament relating to, or to persons seeking to become barristers, solicitors, or Parliamentary agents shall have effect accordingly. (2) (a) This Act may be cited as the Legal Profession (Admission of Women) Act, 1912. (b) This Act shall not apply to Scotland or Ireland. The Bill is "backed" by Mr. Lansbury, Lord R. Cecil, Mr. C. Roberts, Mr. J. W. Hills, and Mr. Murray Macdonald.

The statue of Francis Bacon, which is to be erected in South-square, Gray's-inn, will, it is announced, be unveiled on the 27th of June by Mr. Balfour. The statue, which is the work of Mr. F. W. Pomeroy, has been previously described. The simple description on the front of the pedestal will, says the *Times*, be: "Francis Bacon 1560/1-1626," but on another side will be set forth the dates which mark his connection with the Inn: "Admitted 1576, called to the bar 1582, Reader 1588, Dean of Chapel 1589, Treasurer 1608-1617." Bacon was the last Treasurer of the Inn who held office for more than one year in succession. The date selected for the unveiling of the memorial, the 27th of June, is that upon which he was admitted to the Inn and called to the bar. Upon another side of the pedestal will be a list of Bacon's principal works, "The Essays, Instauratio Magna et Novum Organum, History of the Reign of Henry VII., De Dignitate et Augmentis Scientiarum." The fourth side will recite the public offices held by Bacon—"M.P. for Middlesex 1593, Solicitor-General 1607, Attorney-General 1613, Lord Keeper 1617, Lord Chancellor 1618." It is expected that Mr. A. E. Gill, Treasurer of the Inn, will preside at the unveiling ceremony. Invitations will be sent to His Majesty's judges, the representatives of other inns of court and of Universities, and various learned societies. After the unveiling there will be a garden party in Gray's Inn-gardens, which were enclosed and laid out by Bacon. The Inn buildings will be thrown open for inspection, and it is proposed to have an exhibition of Bacon manuscripts in the hall or the library.

On the 2nd inst., at the Central Criminal Court, Thomas Syms, solicitor, who pleaded "Guilty" at the January sessions to the fraudulent conversion of a cheque for £989 received by him on behalf of a client, was, says the *Times*, brought up for sentence. Mr. Justice Lush, addressing the prisoner, said:—Thomas Syms, you have pleaded guilty to a charge of having fraudulently misappropriated and converted to your own use a large sum of money—over £900. When you pleaded guilty you instructed your learned counsel to make a statement to the court on your behalf, and from that statement it appeared that you yourself had been the dupe of designing persons who, you said, had obtained moneys from you by working upon your belief in spiritualism, and that you had handed over moneys to those people in the belief that they were being transmitted to the spirits of persons whom you had known and who died some years before. The statement was so remarkable that I postponed sentence until the matter involved in the charges you made had been fully investigated in order that you might have an opportunity of giving your evidence with a view to those persons being brought to justice. The matter has been investigated, and it is perfectly plain now from the admissions you yourself made that that story that you instructed your counsel to make was in every material particular a tissue of falsehoods and that you made the charge against those persons knowing that the charge was unfounded, and you supported it by false evidence in the hope that by putting the blame on them you yourself might be more leniently dealt with. It is obvious that you have done all in your power to make the offence to which you have pleaded guilty as bad as it could be, and you have aggravated it in every possible way. It is very painful to have to pass sentence on a man of your education and who has occupied the position you once occupied in your profession as a solicitor. I cannot imagine a worse case of this kind than the present case, and it is impossible for me to deal in any way leniently with your case. I cannot pass a less sentence than that of five years' penal servitude.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday May 13	Mr Farmer	Mr Leach	Mr Synge	Mr Greswell
Tuesday 14	Synge	Goldschmidt	Borrer	Church
Wednesday..... 15	Church	Borrer	Beal	Leach
Thursday..... 16	Greswell	Synge	Bloxam	Borrer
Friday 17	Beal	Farmer	Goldschmidt	Synge
Saturday 18	Bloxam	Church	Farmer	Beal

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday May 13	Mr Borrer	Mr Church	Mr Goldschmidt	Mr Bloxam
Tuesday 14	Leach	Farmer	Bloxam	Beal
Wednesday..... 15	Greswell	Goldschmidt	Farmer	Synge
Thursday..... 16	Beal	Leach	Church	Farmer
Friday 17	Bloxam	Borrer	Greswell	Church
Saturday 18	Synge	Greswell	Leach	Goldschmidt

Winding-up Notices.

London Gazette.—FRIDAY, May 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURRIDGE HANDLEY & SON, LTD.—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Howard Bartlett Morris, Pearl bldgs, Portsmouth, liquidator.

EATON & CO, LTD.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to William Nicholson, 12, Wood st, Cheapside Rexworthy & Co, Cheapside, solors to the liquidator

E. J. ADAMS, LTD.—Petn for winding up, presented April 29, directed to be heard May 14. A. M. Loughurst, 2, Fenchurch bldgs, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 13.

F. JOHNSON & CO. (HULL), LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Walter G. Hall, Union and Smiths Bank Chambers, Silver st Hull, liquidator.

GROCERS' WHOLESALE ALLIANCE, LTD—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, Monument House, Monument st. Wood & Wootton, Fish st hill, solors to the liquidator.

LA RICA EXPLORATION AND DEVELOPMENT CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to H. T. McCouville, 65, London Wall, liquidator.

LAW'S ESTATE CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to H. W. Brettell, 11, Waterloo st, Birmingham, liquidator.

PRADO STEAMSHIP CO, LTD.—Creditors are required, on or before June 4, to send in their names and addresses, and the particulars of their debts or claims, to Alexander Reid, 28, Chapel st, Liverpool. Rogers & Birkett, Liverpool, solors for the liquidator.

RICHARD SMITH & Co, LTD.—Creditors are required, on or before June 15, to send their names and addresses, and particulars of their debts or claims, to E nest Burton Wion, 18, Bennett's hill, Birmingham. Pinsent & Co, Birmingham, so ors to the liquidator.
SOUM, LTD.—Petn for winding up, presented April 29, directed to be heard May 14. Beardall & Co, 10, George st, Hanover sq. solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 13.
T. J. ROBINS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before July 1, to send their names and addresses, and particulars of their debts or claims, to W. C. Northcott, 6, Great Winchester st, liquidator.

London Gazette.—TUESDAY, May 7

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

APEX, LTD.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwin Smalley, 3, Chapel st, Preston, liquidator.
BANA MORENI, PETROLEUM CO, LTD.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to J. W. Cresser, City House, 48, Cannon st, liquidator.
BRITISH COLUMBIA CORPORATION LTD.—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to John Saunders Green, 70, Basinghall st. Stibbard & Co, Leadenhall st, Solors for the liquidator.
BRITISH EMPIRE AGENCY, LTD—Creditors are required, on or before June 18, to send their names and addresses, and the particulars of their debts or claims, to G. Montague White, 14, Old Jewry-chmbrs, liquidator.
ESEQUIBO RUBBER AND TOBACCO ESTATES, LTD.—Petn for winding up, presented May 4, directed to be heard May 21 Haywood and Ram, The Outer Temple, 222, Strand, solors to the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.
GENERAL ENGINEERING CO, LTD—Creditors are required, on or b fore May 23, to send their names and addresses, and particulars of their debts or claims, to John Butterfield, 2, Darley st, Bradford, liquidator.
GRANGE TANNERY, LTD—Pet for winding up, presented May 3, directed to be heard May 21. James & Co, 13A, Fore st, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 20.
MACHIN AND WHITEHOUSE, LTD.—Petn for winding up, presented May 1, directed to be heard at Wolverhampton, May 16. Munns & Longden, 48, Frederick's pl, Old Jewry, agents for Robert Willcock, 56, Queen st, Wolverhampton, solor for the petnr. Notice of appearing must reach Robert Willcock not later than 6 o'clock in the afternoon of May 15.
RUBBER CORPORATION OF BRAZIL, LTD.—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to Jno. McLaren, 150, Leadenhall st, liquidator.
SMALL HOLDINGS ASSOCIATION, LTD (IN LIQUIDATION).—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, Monument House, Monument st, liquidator.
T. W. BARBER, LTD.—Creditors are requested, on or before June 10, to send in their names, addresses, and particulars of their debts, to G. Carnaby-Harrower, College Hill chmbrs, Cannon st, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, May 3.

GILBERT AND FIELD, LTD.
NEW CROWN FIRELIGHTER CO, LTD.
MAMSTEAD OFFICIALS COAL CO, LTD.
LA RICA EXPLORATION AND DEVELOPMENT CO, LTD.
T. J. ROBINS, LTD.
DUFFRYN AMMAN ANTHRACITE COLLIERIES CO, LTD.
WOOD, MILES & CO, (1909) LTD.
AIRMAILS, LTD.
SHIP CANAL WORKS, LTD.
JOSEPH ROBINSON & CO, LTD.
J. J. HARLEY, LTD.
ARO TIN SYNDICATE, LTD.
CWMAVON ORE BRIQUETTING CO, LTD.
BANK OF AFRICA, LTD.
POWER PUBLISHING CO, LTD.
NEW PROSPECT SYNDICATE, LTD.
BRITISH-BORNEO AND BURMA PETROLEUM SYNDICATE, LTD. (Reconstruction)
I. P. MENDOZA, LTD.
VAAL RIVER (DROOGVELD) DIAMONDS, LTD.
EATON & CO, LTD.
IMPERIAL TOILET ROLL CO, LTD.

London Gazette.—TUESDAY, May 7.

TAILORS, LTD.
MOORE BROS. (HALIFAX), LTD.
METAL SHOP FITTINGS MANUFACTURING CO, LTD.
T. W. BARBER, LTD.
HORSE SHOES, LTD.
KINGS CLIFFE GAS LIGHT AND COKE CO, LTD.
NOSHIK SYNDICATE, LTD.
MORVEN (RHODESIA) CO, LTD.
NORTHAMPTON PURE ICE AND COLD STORAGE CO, LTD.
RUDKIN ENGINEERING CO, LTD.
ROUMANIAN CONSOLIDATED OILFIELDS, LTD. (Reconstruction.)
BANA MORENI PETROLEUM CO, LTD. (Reconstruction.)
BOOTLE TIMES, LTD.

The Property Mart.

Forthcoming Auction Sales.

May 13 and July.—Messrs. DRIVER, JONAS & Co: Estates, &c. (see advertisement, back page, April 6 and 13, and back page this week).

May 14.—Mr. WM. HOUGHTON, at the Mart, at 2: Freehold Land (see advertisement, page iii this week).

May 15.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2, Freehold Town Properties, Agricultural Estates, Ground Rents, &c. (see advertisement, page iii, March 23, and back page, May 4).

May 15.—Messrs. TROLLOPE, at the Mart, Freehold Estate (see advertisement, page iii, April 6).

May 15.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS & BADDELEY, at the Mart: Freehold Building Land (see advertisement, back page, May 4).

May 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Tithe Rent Charge, Reversions, Policies, Freeholds, &c. (see advertisement, back page, this week).

May 16.—Mr. WM. HOUGHTON, at Brighton, at 3: Freehold Mansion (see advertisement page iii this week).

May 20.—Messrs. TUCKETT & SON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, May 4).

May 20.—Messrs. JONES, LANG & Co., at the Mart, at 2: Freehold Ground Rent (see advertisement. back page, May 4).

May 21.—Messrs. BRODIE, TIMBS & Co., at the Mart, at 2: Freehold and Leasehold Properties (see advertisement, page iii this week).

May 22.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, May 4).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 3.

BATES, ARTHUR JOSEPH, Chorley Wood, Herts, Builder May 31 Guy v Bates, Eve, J
LOMAS, Rickmansworth

London Gazette.—TUESDAY, May 7.

EVANS, HENRY BYM, Blockley, Worcester, Pianoforte Manufacturer June 12 Metropolitan Bank of England and Wales, Ltd v Evans, Swinfen Eady and Neville, JJ
BARKES, Moreton-in-Marsh, Gloucester
SMITH, FREDERICK, Barnes, Surrey May 28 Smith and Others v Smith, Warrington, J
Henry Clarkson & Son, Ironmonger la

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 3.

BAINES, RICHARD, Rhosllanerchrugog, Denbigh, Labourer June 1 Hopley Pierce & Bird, Wrexham
BERE, CAROLINE MATILDA, West Monkton, Somerset June 1 J H & F W Bere, Weston-super-Mare
BLACKEY, MARY JANE, Liverpool, May 31 Smith & Son, Liverpool
BROWN, GEORGE, Hurstpierpoint, Sussex, Saddler June 9 Wade & Eisdell, Hurstpierpoint, Sussex
BUCKLEY, Jane, St. Albans, Herts May 31 Capron & Co, Savile pl, Conduit st
BURROW, BENJAMIN, Wedmore, Somerset, Yeoman May 31 Burrough & Crowder, Wedmore
BUSH, WILLIAM, Calne, Wilts June 10 Spackman, Calne
CAULCUTT, CHARLOTTE, Pulloxhill, Bedford May 18 Sharman & Trethewy, Ampthill
CHRISTOPHERSON, THOMAS, Newton in Cartmell, Lancs May 20 Tyson, Dalton in Furness
CLAPP, THOMAS HENRY, Herne Bay, Kent June 14 Simpson & Co, Southwark st
DAWSON, BENJAMIN, Shipley, Yorks June 1 Atkinson, Shipley
DRAKE, JOHN, Blackpool May 31 Kay, Blackpool
EVANS, DAVID Cardiff, Boot Dealer May 31 David & Evans, Cardiff
FITZMAYER Dame LUCY, Lower Weston, nr Ross, Hereford June 1 Humfrys & Symonds, Hereford
DE FRAINE, ESTHER SARAH, Lutterworth, Leicester June 12 Parsons & Squire, Leicester
FREEBORN, GEORGE HENRY, Chorlton on Medlock, Manchester June 1 Broadsmith & Son, Manchester
GERMAN, GEORGE ASHER, Carlton rd, Kentish Town June 24 Hubbard, Bloomsbury sq
HALFORD, Dame ISMENA, Bath May 31 Macdonald & Longrigg, Bath
HELLEN, SARAH ANN, Easthorpe, Essex May 14 Prior, Colchester
HOARE, MARGARITA JOANNA, Dawlish, Devon May 31 Tidy & Tidy, Sackville st
HOWSE, JAMES, Surbiton Hill, Surrey June 4 Sherwood & Co, Kingston on Thames
HORNBY, ELIZABETH KENNEDY, Leyton, Essex May 30 Freeman & Brindley, Leyton Essex
HORNBY, SAMUEL JOHN, Brighton May 30 Freeman & Brindley, Leyton, Essex
HUDSON, MARY, Bristol May 30 Wansbroughs & Co, Bristol
JACKSON, MARY ANN, Southport May 20 Tyson, Dalton in Furness
KYNASTON, EMMA, Yew Tree Cottage, Brown Heath, Loppington, Salop June 4 Lucas & Co, Wem, Salop
LEFEVICH, WILLIAM, Dennington Park rd, West Hampstead May 31 Justice & Pattenden, Bernard st, Russell sq
LEITE, EVA PINTO, Teddington May 31 Goddard, Clement's inn, Strand
LESMOND, MARY, Hove, Sussex June 7 Marsden & Co, Henrietta st, Cavendish sq
LIPPARD, WILLIAM HENRY, Lee, Kent, Licensed Victualler June 6 Watkins, Basinghall st
LUCKSFORD, JANE, Tonbridge, Kent June 1 Freer & Brown, Tonbridge
MARJORAM, JAMES ALBERT, Lowestoft, Beerhouse Keeper June 8 Holt & Taylor Lowestoft
MARSHALL, WILLIAM, Princes sq, Bayswater June 3 Carter & Barber, Eldon st
MELLING, KATE, Liverpool, Tobacconist June 15 Layton & Co Liverpool
MELLUISH, CHRISTOPHER BIRMINGHAM, Lordship ter, Stoke Newington May 25 Starling & Wright, Gray's inn sq
MORGAN, JOB, Whitchurch, Glam, Coal Exporter June 15 Fisher, Cardiff
MORTIMER, JOHN, Greenheys, Manchester June 24 Tallent-Bateman & Co, Manchester
ODELL, JOHN GREGORY, Northampton May 18 Becke & Co, Northampton
RAPHAEL, WILLIAM GEORGE, Connaught pl May 31 Dawes & Sons, Birchin la
RICE, DAVID WILLIAM, Southfields, Surrey, Licensed Victualler May 31 Eland, Finsbury pvmt
RUTLAND, STEPHEN, High rd, Balham June 14 Marshall & Liddle, Croydon
SHRUBB, SIBYLLA MARY LANE, Boldre Grange, nr Lymington, Hants June 1 Witham & Co, Gray's inn sq
SIMS, JOSEPH JOHN, Lett rd, Stratford, Beerhouse Keeper June 6 Blunt & Co, Graham st
SOLOMON, ALICE EMILY, Cromwell rd, South Kensington May 29 Pumfrey & Son, Paternoster row
SURTEES, THOMAS SMART, North Shields, Registrar of Births June 1 Brown & Holliday, North Shields
TIMMS, ANN, Ashby de la Zouch, Leicester May 18 Timms, Swadlincote
TWORT, LEONARD, Southborough, Kent, Farmer June 1 Freer & Brown, Tonbridge
VINING, EMMA, Freshford, Somerset May 31 Honiditch & Anstey, Exeter
WALLS, ICHARD, Harewood, Yorks June 1 Titley & Paver-Crow, Harrogate
WATSON, HENRY, Norwich June 5 Blyth, Norwich
WEBSTER, CHARLES, Rushbury, Salop June 30 Carrane & Shawcross, Wellington
WILLIAMS, JOHN MOSELEY, Scarborough June 15 Doyle & Co, Manchester
WOOD, ALICE, Leeds June 3 Piercy, Leeds

London Gazette—TUESDAY, May 7.

AIREDALE, Right Hon JAMES BARON, Gledhow, Yorks June 30 North & Sons, Leeds
ALLEN, SAMUEL, Birmingham, Manufacturer June 3 Thomas & Co, Birmingham
BAKER, ANN, Wolverhampton June 10 Taylor & Co, New Broad st
BATLEY, ELIZABETH, Leeds May 31 Simpson & Co, Leeds
BEGGILD, SARAH ANN, Torpoint, Cornwall June 4 Johnson, North Shields
BODENHAM, JAMES, Weston super Mare June 15 Ford, Weston super Mare

BOON, THOMAS, Tottenhill, Norfolk Butcher May 17 Reed & Wayman, Downham Market
BRADLEY, GEORGINA LAVINIA, Liverpool July 1 Bremner & Co, Liverpool
BROWN, GEORGE RODNEY, Cheltenham June 24 Winterbotham & Co, Cheltenham
CANN, MARIA, Plymouth July 1 Gard, Devonport
COUPLAND, WILLIAM MACMURDO DUNCAN, Cotebrook, nr Tarporley, Chester July 1 Cooke & Sons, Winsford, Cheshire
DAY, WILLIAM, Royal Palace Hotel, Kensington June 1 Page & Gulliford, Southampton
DELEDICQUE, PAUL, Lille, France June 3 Tippetts, Maiden la
DEVOIL, WALTER, Widford, Herts, Grocer June 24 Richardson & Co, Much Hadham, Herts
DICKINSON, ABEL, Fowell st, Notting Hill June 21 Fraser & Son, Dean st, Soho
ESH, SARAH JANE, Scarborough June 1 Wood, York
FULLELOVE, JOSEPH, Cook's Farm, nr Rugby June 7 Biddish, Rugby
GROSSMITH, GEORGE, Folkestone June 20 Sole & Co, Aldermanbury
HARRIS, HERBERT WALTER, Ash rd, Stratford, Solicitor June 9 Hall, Wolverhampton
HUGHES, ANNE, Llanddeiniolen, Carnarvon June 22 Jones, Bangor
HUTTON, EDWARD, Headingly, Leeds June 7 Lumb, Leeds
HUTTON, MARY, Headingley, Leeds June 7 Lumb, Leeds
ILLINGWORTH, CHARLES, Stocksbridge, Sheffield July 7 Dransfield & Hodgkinson, Penistone, nr Sheffield
JENKINS, Sir JAMES, KCB, MD, Mannamead, Plymouth July 1 Elworthy & Co, Plymouth
LEACH, FRANCIS, Cullompton, Devon, Engineer June 24 Miller, Cullompton, Devon
LICHTENBERG, Captain JOHN WILLS, DSO, 18th Hussars June 17 Farish & Co, Worcester House, Walbrook
MARSH, WILLIAM CLARK, Westcliff on Sea June 15 Mundell, Godliman st
MARSON, ALFRED, Wembley, Middlx July 11 Woolley & Whitfield, Great Winchester st
MILLNER, WILLIAM, Birmingham, Licensed Victualler June 3 Thomas & Co, Birmingham
MOSS, JANE, Oxford gardens, Notting Hill June 3 Rubinstein & Co, Raymond bldgs, Gray's Inn
NEVILLE, FREDERICK WILLIAM CECIL, Marton Vicarage, nr Rugby June 24 Leefe & Leefe Quality ct, Chancery la
NIXON, DOROTHY, Carlisle June 15 Mundell, Godliman st
NORRISH, JANE, Heavitree, Devon June 8 Symes, Crediton
ODEVAINE, CHARLES J D, Rathgar, Dublin June 5 Purcell, 58, Dame st, Dublin
PALMER, ANNIE, Winchester June 6 Warner & Kirby, Winchester
PARTRIDGE, JOSEPH FREDERICK, London st, Paddington June 6 Wastell & Ruddock Fleet st
PERRIMAN, GILES, Newtown, Bristol, Coach Body Maker May 31 Watson, Bristol
PERRIN, JOHN, Denton, nr Manchester, Grocer June 1 Smith & Sons, Hyde, Cheshire
PETHARD, GEORGE, Wickhamford, Worcester June 10 Byrch & Co, Evesham
PRESTON, ANNE, Highbury cres June 8 Oldfields, Walbrook
REDDING, ANNIE MARIA, Middlesex County Asylum, Wandsworth June 10 Jeboult Walbrook
ROGERS, ANNIE Caerleon, Mon May 31 Lewis, Newport, Mon
SADLER, JOHN, Derby, Accountant May 31 Eddowes, Derby
SCOTT, JOHN DAVID, Rustington, Sussex June 10 Brumell & Sample, Newcastle upon Tyne
SEEDOHM, FREDERIC, Hitchin, Herts June 12 Fox & Preece, Dean's yard, Westminster
SIMPSON, CHARLOTTE MARIA, Lindale, Bucks June 24 Pettit & Co, Leighton Buzzard
STEPHENS, MARY, East Looe, Cornwall July 1 Gard, Devonport
TAYLOR, HENRY JAMES, Avonmore rd, Kensington June 8 Taylor & Co, Gresham st
TAYLOR, WILLIAM FERGUS, Huddersfield, Rug Manufacturer May 25 Armitage & Co, Huddersfield
THOMAS, JOHN FREETH, Birmingham, Brassfounder June 3 Thomas & Co, Birmingham
THOMAS, MARY LOUISA, Grove park, Denmark hill June 5 Durrant & Co, Gracechurch st
THORP, THOMAS CHARLES, Fore st, Wholesale Haberdasher July 1 East, Basinghall st
TUPHOLME, Rev BENJAMIN SEYMOUR, Ealing June 10 Jeboult, Walbrook
VAUGHAN, HENRY, Newport May 31 Lewis, Newport, Mon
WAGNER, HENRY, East Ham, Essex June 7 Liddle & Liddle, Great Tower st
WARD, JOHN, J.P., Farningham, Kent June 20 South & Co, Southampton st
WILLIAMSON, EMMA, Haworth, Yorks May 31 Wright & Wright, Keighley
WILLS, CHARLES JAMES, Hove, Sussex June 10 Reoks & Co, King st, Cheapside
WYATT LILLIE, Park st June 10 Cave & Co, Hatton gdn

Bankruptcy Notices.

London Gazette.—FRIDAY, May 3.

RECEIVING ORDERS.

ALLEN, RICHARD WILLIAM, Harley st High Court Pet April 12 Ord April 30
ATKINSON, ALBERT GEORGE HERDEN, Middlesbrough, Grocer, Middlesbrough Pet April 30 Ord April 30
BRACEWELL, HENRY, Manchester Manchester Pet April 13 Ord April 30
BAIDGES, H C, Hart st, Bloomsbury, Hotel Valuer High Court Pet Feb 20 Ord April 30
BROWNE, OLIVER GEORGE, Alderman's House, Bishop gate High Court Pet Mar 6 Ord April 30
BURGESS, JOSEPH, Broxton, Chester, Licensed Victualler Chester Pet May 1 Ord May 1
BUSHELL, ALBERT, Birmingham, Publican Birmingham Pet April 15 Ord April 30
CANNINGTON, ARTHUR, St James's st High Court Pet Mar 26 Ord April 30
CHERRETT, EDWARD, Stourbridge, Worcester, Plumber Stourbridge Pet April 29 Ord April 29
COE, JOHN WILLIAM, Shildon, Durham, Farmer Newcastle upon Tyne Pet April 30 Ord April 30
DAFT, JOHN, Nuneaton, Fishmonger Coventry Pet April 29 Ord April 29
DASHWOOD, FRANK DE COURCY, George st, Euston High Court Pet Mar 9 Ord April 30
ELLIS, WILLIAM JAMES, Leeds, Plumber Leeds Pet April 30 Ord April 30
GLENDILL, THOMAS LAWRENCE, Barnsley, Yorks, Colliery Clerk Barnsley Pet May 1 Ord May 1
HALLIWELL, EMMA, St Anne's on the Sea, Lancs Preston Pet April 13 Ord April 30
HARRISON, HERBERT, Bournville, Worcester, Picture and Cabinet Moulding Manufacturer Birmingham Pet April 29 Ord April 29
HUMPHREY, ERNEST MARTIN, York, General Draper York Pet April 29 Ord April 29
JEANES, FRANK, Bristol, Hairdresser Bristol Pet May 1 Ord May 1
LADDIN, HARRIS Manchester, Cabinet Maker Manchester Pet April 29 Ord April 29
LEYLAND, ALFRED, Ashton in Makerfield, Lancs, Newsagent Wigan Pet April 30 Ord April 30
MEYER, HERMANN LEAR HARRY, Bournemouth, Provision Dealer Poole Pet May 1 Ord May 1
MIDDLETON, JOHN, jun, Birmingham, Electro Plate Manufacturer Birmingham Pet April 12 Ord April 29
MOLL, WALTER, Lucerne chmbrs, The Mall, Kensington High Court Pet Feb 19 Ord May 1
MOYSE, FREDERICK, Rochester, Cart Builder Rochester Pet April 30 Ord April 30
PARRY, WILLIAM HENRY, Draycott, Derby, Groom Derby Pet April 29 Ord April 29
PAYNE, E B, Birmingham, Patent Agent Birmingham Pet April 15 Ord May 1
PEARSON, ARTHUR, Ramsdale House, nr Arnold, Notts Farmer Nottingham Pet April 29 Ord April 29
POCOCK, ERNEST WILLIAM, Lower Marsh, Lambeth, Clothier High Court Pet April 30 Ord April 30
RAWLING, SAMUEL, Bradford, Commission Manufacturer Bradford Pet April 29 Ord April 29
REED, PERCY ALBERT, Llanfair Caereinion, Montgomery, Grocer Newtown Pet April 29 Ord April 29
SEWELL, ARTHUR VICTOR WILLIAM, Frithville gdns, Shepherd's Bush, Veterinary Surgeon High Court Pet Mar 21 Ord April 29
SMITH, WILLIAM BRYANT, Watford, Herts, Ironmonger St Albans Pet May 1 Ord May 1
SOLOMON, SOUL, Commercial st, Spitalfields, Fur Merchant High Court Pet April 30 Ord April 30
STATHAM, HARRY, Birmingham, Butcher Birmingham Pet April 18 Ord April 29
TURNER, SIDNEY GODWIN, Bristol Bristol Pet April 13 Ord April 30
TYRRELL, HENRY WILLIAM JOHN, Sprowston, Norwich, Commercial Clerk Norwich Pet April 29 Ord April 29
WALTON, WALTER, Tipton, Staffs, Licensed Victualler Dudley Pet May 1 Ord May 1
WARR, ALBERT, Clyst Hydon, Devon, Butcher Exeter Pet April 30 Ord April 30
WATKINS, FREDERICK DAVID, Burgood, Glam, Builder Merthyr Tydfil Pet April 29 Ord April 29
WATKINS, JOHN, Llanharry, Glam, Licensed Victualler Cardiff Pet April 29 Ord April 29
WHITMORE, JOSEPH, Leicester, Joiner Leicester Pet April 29 Ord April 29
WHITTAKER, ALFRED, Wednesbury, Staffs, Butchers' Outfitter Walsall Pet April 29 Ord April 29
WURKER, CARL, and ROBERT ALBERT, Aldersgate st, Merchants High Court Pet May 1 Ord May 1

Amended Notice substituted for that published in the London Gazette of April 30,

COLLINSON, WILLIAM BOOTH, Manchester, Manufacturer's Agent Manchester Pet April 11 Ord April 26

FIRST MEETINGS.

ALLEN, RICHARD WILLIAM, Harley st May 14 at 12 Bankruptcy bldgs, Carey st
BIRD, WALTER JOHNSON, Leicester, Corn Dealer May 11 at 11.30 Off Rec, 1, Berridge st, Leicester
BOLSOVER, WILLIAM, Barnston, Chester, Agent May 14 at 11 Off Rec, 35, Victoria st, Liverpool
BRIDGES, H C, Hart st, Bloomsbury, Hotel Valuer May 13 at 1 Bankruptcy bldgs, Carey st
BROWNE, OLIVER GEORGE, Alderman's House, Bishopsgate May 13 at 11.30 Bankruptcy bldgs, Carey st
CANNINGTON, ARTHUR, St James's st, Westminster May 14 at 11 Bankruptcy bldgs, Carey st
CRAZE, CHARLES EDWARD, Totteridge, Herts, Farmer May 14 at 3 Off Rec, 14, Bedford row
DAFT, JOHN, Nuneaton, Fishmonger May 13 at 12 Off Rec, 8, High st, Coventry
DASHWOOD, FRANK DE COURCY, George st, Euston May 13 at 12 Bankruptcy bldgs, Carey st
ELLIS, WILLIAM JAMES, Leeds, Plumber May 13 at 11 Off Rec, 24, Bond st, Leeds
FENWICK, WILLIAM FENWICK, Lebanon rd, West Hill, Wandsworth, Commercial Traveller May 14 at 12 132, York rd, Westminster Bridge rd
HALL, ELIZABETH, Tuxford, Notts May 14 at 12.30 Off Rec, 10, Bank st, Lincoln
HUMPHREY, ERNEST MARTIN, York, General Draper May 13 at 3 Off Rec, The Red House, Duncombe pl, York
LADDIN, HARRIS, Manchester, Cabinet Maker May 11 at 11 Off Rec, Byrom st, Manchester
MATHER, JAMES, Mablethorpe, Lincoln, Baker May 11 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
MOLL, WALTER, Lucerne chmbrs, The Mall, Kensington May 14 at 1 Bankruptcy bldgs, Carey st
PARRY, WILLIAM HENRY, Draycott, Derby, Groom May 13 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
POCOCK, ERNEST WILLIAM, Lower Marsh, Lambeth, Clothier May 15 at 11 Bankruptcy bldgs, Carey st
RAWLING, SAMUEL, Bradford, Commission Manufacturer May 11 at 11 Off Rec, 12, Duke st, Bradford
RIGDEN, EDWARD JOHN, Canterbury, Dealer May 11 at 11 Off Rec, 68a, Castle st, Canterbury
ROCHE, THOMAS FRANCIS, Kingston on Thames, Surgeon May 13 at 11.30 132, York rd, Westminster Bridge rd
SEWELL, ARTHUR VICTOR WILLIAM, Frithville gdns, Shepherd's Bush, Veterinary Surgeon May 15 at 12 Bankruptcy bldgs, Carey st
SKIPWORTH, PERCY, Louth, Baker May 11 at 11.30 Off Rec, St Mary's chmbrs, Great Grimsby

SMITH, CHARLES H, Banbury, Oxford, Clothier May 14 at 12 1, at Aldate's, Oxford

SOLOMON, SOUL, Commercial st, Spitalfields, Fur Merchant May 15 at 11.30 Bankruptcy bldgs Carey st

TAYLOR, CYRIL, Torquay May 14 at 11 Off Rec, 9, Bedford circus, Exeter

THOMAS, SAMUEL, Nottingham, Asphalter May 11 at 11 Off Rec, 4, Castle pl, Nottingham

WARE, ALBERT, Clyst Hydon, Devon, Butcher May 17 at 3.30 Off Rec, 9, Bedford circus, Exeter

WHITMORE, JOSEPH, Leicester, Joiner May 11 at 12 Off Rec, 1, Berridge st, Leicester

WHITTAKER, ALFRED, Wednesbury, Staffs, Butchers' Outfitter May 14 at 12 Off Rec, Wolverhampton

WURKER, CARL, and ROBERT ALBERT, Aldersgate st, Merchants May 15 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ATKINSON, ALBERT GEORGE HEBDEN, Middlesbrough, Grocer Middlesbrough Pet April 30 Ord April 30

BOLSOVER, WILLIAM, Barnston, Chester, Agent Birkenhead Pet April 4 Ord April 30

BURGESS, JOSEPH, Broxton, Chester, Licensed Victualler Chester Pet May 1 Ord May 1

BUSHELL, ALBERT, Birmingham, Publican Birmingham Pet April 15 Ord May 1

CARRETT, EDWARD, Stourbridge, Worcester, Plumber Stourbridge Pet April 29 Ord April 29

CAWSER, HENRY, and JAMES CAWSER, Fradley Junction, nr Lichfield, Staffs, Farmers Walsall Pet April 19 Ord April 30

COE, JOHN WILLIAM, Shildon, Durham, Farmer Newcastle upon Tyne Pet April 30 Ord April 30

DAFT, JOHN, Nuneaton, Fishmonger Coventry Pet April 29 Ord April 29

ELLIS, WILLIAM JAMES, Leeds, Plumber Leeds Pet April 30 Ord April 30

GLENDHILL, THOMAS LAWRENCE, Barnsley, Colliery Clerk Barnsley Pet May 1 Ord May 1

HAMILTON, EDWARD, Aldersgate st High Court Pet Sept 14 Ord April 30

HARRISON, HERBERT, Bourneville, Worcester, Picture and Cabinet Moulding Manufacturer Birmingham Pet April 29 Ord April 30

HUMPHERY, ERNEST MARTIN, York, General Draper York Pet April 29 Ord April 29

JENKIN, HERBERT JAMES, Newquay, Cornwall, Contractor Truro Pet Feb 29 Ord April 27

LADDIN, HARRIS, Newton Heath, Manchester, Cabinet Maker Manchester Pet April 29 Ord April 29

LEWY, MARCUS THEODORE, Morning ln, Hackney, Boot Manufacturer High Court Pet Mar 21 Ord May 1

LEYLAND, ALFRED, Ashton-in-Makerfield, Lancs, Newsagent Wigan Pet April 30 Ord April 30

MARTIN, GUSTAV LEWIS, Mitcham rd, Tooting, Baker High Court Pet Mar 15 Ord May 1

MAUGHAN, EDWARD, Gateshead, Innkeeper Newcast upon Tyne Pet April 29 Ord April 29

MEYER, HERMANN LEAR HARRY, Bournemouth, Provision Dealer Poole Pet May 1 Ord May 1

MICHEL, FRIEDRICH, High rd, Leyton, Baker High Court Pet Mar 19 Ord May 1

MIDDLETON, JOHN, jun, Birmingham, Electro-Plate Manufacturer Birmingham Pet April 12 Ord May 1

MOYSE, FREDERICK, Rochester, Kent, Cart Builder Rochester Pet April 30 Ord April 30

NICHOLAS, BENJAMIN, and WILLIAM NICHOLAS, Pontardulais, Glam, Builders Swansea Pet Mar 1 Ord May 1

PARRY, WILLIAM HENRY, Draycott, Derby, Groom Derby Pet April 29 Ord April 29

PEARSON, ARTHUR, Ramsdale House, nr Arnold, Notts, Farmer Nottingham Pet April 29 Ord April 29

RAWLING, SAMUEL, Bradford, Commission Manufacturer Bradford Pet April 29 Ord April 29

REED, PERCY ALBERT, Llanfair, Caereinion, Montgomery, Grocer Newtown Pet April 29 Ord April 29

ROCHE, THOMAS FRANCIS, Kingston on Thames, Surgeon Kingston, Surrey Pet April 22 Ord April 29

SMITH, WILLIAM BRYANT, Watford, Herts, Ironmonger St Albans Pet May 1 Ord May 1

SOLOMON, SOUL, Commercial st, Spitalfields, Fur Merchant High Court Pet April 30 Ord April 30

STATHAM, HARRY, Birmingham, Butcher Birmingham Pet April 18 Ord May 1

STONE, WILLIAM LEIGH JAMES HENRY, Ilford, Essex, Private Secretary Chelmsford Pet Feb 26 Ord April 30

TAYLOR, CYRIL, Torquay Exeter Pet Mar 19 Ord April 30

TURNBULL, JOHN, Saltburn by the Sea, Yorks, Grocer Middlesbrough Pet April 13 Ord April 29

TYRRELL, HENRY WILLIAM JOHN, Sprowston, Norwich, Commercial Clerk Norwich Pet April 29 Ord April 29

WALKER, JAMES, Southend on Sea, Export Merchant High Court Pet Dec 20 Ord April 27

WALTON, WALTER, Tipton, Staffs, Licensed Victualler Dudley Pet May 1 Ord May 1

WARE, ALBERT, Clyst Hydon, Devon, Butcher Exeter Pet April 30 Ord April 30

WATKINS, FREDERICK DAVID, Bargoed, Glam, Builder Merthyr Tydfil Pet April 29 Ord April 29

WATKINS, JOHN, Llanharry, Glam, Licensed Victualler Cardiff Pet April 29 Ord April 29

WHITMORE, JOSEPH, Leicester, Joiner Leicester Pet April 29 Ord April 29

WHITTAKER, ALFRED, Wednesbury, Staffs, Butcher's Outfitter Walsall Pet April 29 Ord April 29

WUERKE, CARL, and ROBERT ALBERT, Aldersgate st, Merchants High Court Pet May 1 Ord May 1

Amended Notice substituted for that published in the London Gazette of Nov 28, 1911

FOX-PITT, ST GEORGE WILLIAM LANE, Glebe pl, Chelsea High Court Pet Aug 16 Ord Nov 24

THE LAW ASSOCIATION.

For the Benefit of Widows and Families of Solicitors in the Metropolis and Vicinity.

(INSTITUTED 1817.)

THE NINETY-FIFTH ANNUAL GENERAL COURT will be held at the LAW SOCIETY'S HALL on THURSDAY, the 30TH day of MAY, 1912.

AGENDA.

To receive from the Board of Directors a Report and Statement of Accounts for the past year.

To elect Officers for the ensuing year.

To receive the Report of the Special Rules Committee appointed by the Annual General Court on the 31st May, 1911, recommending certain alterations of the Laws and Regulations of the Association, and extending its objects.

To consider a Motion by Mr. Toovey that as from the commencement of the next financial year non-members' cases may be relieved out of the nett income of the Association for the current financial year only, and that the total of such relief shall not in any such year exceed the sum of £600 or £20 for any one case and that all necessary alterations to carry this resolution into effect be made in the Rules and Regulations of the Association; and on general business.

The chair to be taken at 2 o'clock precisely.

By order of the Board,

3, Gray's Inn Place, W.C. E. EVELYN BARRON, *Secretary.*